



**AGENDA  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
January 28, 2014  
9:30 A.M.**

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

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Prayer**
- 4. Approval of Consent Agenda**
- 5. County Judge's Office:**
  - A. AI-42799** Proclamation in Support of the Children's Advocacy Center, Estrella's House
  - B. AI-42844** Approval of "Hidalgo County Night with The Killer Bees" on March 22, 2014
- 6. Executive Officer - Valde Guerra:**
  - A.**
    1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
    2. Requesting engagement with the firm of \_\_\_\_\_ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement
  - B.** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
    - 1) Renovations to Former Administration Building 1st and 2nd Floors
    - 2) Update on other ongoing county owned building construction and renovation repair projects
    - 3) Emergency situations occurring since last agenda meeting

- C. **AI-42773** Discussion, consideration and action on rescheduling/cancelling the meeting of Tuesday, February 4, 2014 due to court members absence while attending conference

**7. Constables:**

- A. **AI-42557** Constable Pct #3 (1284):  
Approval of appropriation of the 2012 Operation Stonegarden Grant funds for the Constable Precinct #3 Department in the total amount of \$7,077.63 for Phase 4.

- B. **AI-42588** Constable Precinct #3:  
  
Approval to process the following Spikes Motor Company invoice as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Spikes Motor Company    09-12-2013    \$120.00

- C. **AI-42583** Constable Pct. 3:  
Approval to process the following Lexis Nexis invoices as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

<b>Date:</b>	<b>Invoice Number:</b>	<b>Amount:</b>
09-30-2013	12802H-20130930	\$174.67
10-31-2013	12802H-20131031	\$174.67
11-30-2013	12802H-20131130	\$174.67
12-31-2013	12802H-20131231	\$174.67

**8. Human Resources - Esther Cortez:**

- A. **AI-42701** Sheriff's Office (1100):  
1. Approval of the following personnel actions, effective next full pay period, 02/10/2014:

<b>Action</b>	<b>Slot#</b>	<b>Position Title</b>	<b>Budgeted Allowance Amount</b>
Delete Clothing Allowance	0180	Deputy Sheriff (Step II)	\$500.00
Add Clothing Allowance	0142	Deputy Sheriff (Step II)	\$500.00

- 2. Approval of revised salary schedule.

- B. **AI-42740** Precinct #3- Parks (1100):  
1. Approval of the following personnel actions:

<i>Action</i>	<i>Dept/ Program</i>	<i>Slot No.</i>	<i>Position Title</i>	<i>Budgeted Salary</i>	<i>Proposed Salary</i>
Delete	123-008	0001	Park Director	\$44,664.00	-0-
Delete	123-008	0012	Maintenance I	\$28,840.00	-0-
Create	123-008	0018	Maintenance Supervisor	-0-	\$34,000.00

2. Approval of revised salary schedule.

9. **Sheriff's Office:**
- A. **AI-42659** State Criminal Alien Assistance Program (SCAAP) Grant (1284):
1. Authorization and approval for Certification of Revenues for SCAAP 2013
  2. Authorization and approval for Appropriation of funds for SCAAP 2013 in the amount of \$27,222.00
10. **Health & Human Services Department - Eddie Olivarez**
- A. **Health Care Funding District:**
1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures
- B. **Indigent Health Care Program:**
1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures
11. **Emergency Management - Oscar Montoya:**
- A. **AI-42805**
1. Approval of Certification of Revenues as certified by the County Auditor for the Texas Safe Shelter Initiative Grant awarded by the Federal Emergency Management Administration through the State of Texas Division of Emergency Management.
  2. Approval of the 2013 appropriation of funds for the Texas Safe Shelter Initiative Grant from the Federal Emergency Management Administration through the State of Texas Division of Emergency Management in the amount of \$2,400,000.00.
12. **Community Service Agency:**
- A. **AI-42683**
1. Requesting approval for the 2014 CSBG [Community Service Block Grant] Contract No. 61140001850.
  2. Requesting approval for the 2014 NTN [Neighbor to Neighbor Agreement]
13. **HIDTA - Task Force - Dora Munoz:**

- A. **AI-42787** Approval to process Video Sound & Lights invoices (Invoice#13-1253 for \$245.00 and invoice#13-1251 for \$110.00) as claims with authority for the County Treasurer to issue the \$355.00 payment/check after auditing procedures are completed by County Auditor's Office.

**14. Urban County - Diana Serna:**

- A. **AI-42676**
  1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.
  2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Edcouch, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) City of Edcouch – Street Improvements funds.

Professional Service Firm	Grade	Ranked
Fulcrum Consulting Services	94.33%	
HALFF Associates, Inc.	93.33%	
R. Gutierrez Engineering Corporation	91.33%	

- 3. Authority to negotiate a professional engineering service contract with the highest ranked firm for a Urban County Program Year 26 (2013) City of Edcouch - Street Improvements project.

- B. **AI-42748** The Urban County Program on behalf of Hidalgo County Precinct No. 4, is requesting consideration and action to award and enter into a construction contract with CAS Companies, LP for a Parks, Recreational Improvements project in the amount of \$780,382.50, utilizing funds from the UCP Year 21, 23, 24, 25 & 26 (2008, 2010, 2011, 2012 & 2013) Parks, Recreational Facility Improvements line item and Precinct No. 4 County Park funds from line item : 4-1100-452-00-124-0009-0-890.

- C. **AI-42730** The Urban County Program is requesting that the County of Hidalgo submit payment to HUD for the amount of 133.92 on behalf of Hidalgo County Precinct # 2. The amount 133.92 was drawn on 10/18/2006 for the advertisement of a Street Improvement activity in the floodplain which was subsequently cancelled. HUD is now requesting reimbursement due to cancellation.

**15. Elections Administration - Yvonne Ramon:**

- A. **AI-42808**
  1. Appointment of the Early Voting Ballot Board for the March 4, 2014 Primary Election
  2. Appointment of the Central Counting Station for the March 4, 2014 Primary Election

- B. AI-42705** Discussion, consideration and approval for the Hidalgo County Elections Department to post forms online as turned in by candidates. The forms include but are not limited to:
1. Appointment of a Campaign Treasurer By A Judicial Candidate (Form JCTA)
  2. Judicial Candidate/Officeholder Campaign Finance Report (Form JC/OH)
  3. Appointment of A Campaign Treasurer By A Candidate (Form CTA)
  4. Candidate/Officeholder Campaign Finance Report (Form C/OH)

- C. AI-42788** Court action to approve the La Joya Youth Service Center to be an Early Voting substation location for the March 4, 2014 Primary Election from February 18, 2014 until February 28, 2014.

**16. Precinct #4 - Comm. J. Palacios:**

- A. AI-42765** Right of Way:  
Approval of land acquisition from Idalia I. Ruiz/Javier Garza - Alberta Drain, Parcel 8
- B. AI-42768**
1. Approval of Certification of Revenues by the County Auditor for the Mile 17 1/2- Russell Road project (Russell Road to Ware Road).
  2. Approval of 2014 appropriation of funds in the amount of \$177,318.25 for the Mile 17 1/2- Russell Road project.

**17. Budget & Management - Sergio Cruz:**

- A. AI-42842** Approval of Amendment Two (2) to the Administrative Services Agreement by and between Blue Cross and Blue Shield of Texas and Hidalgo County, with authority for the County Judge to sign the required documents.

**B. Budget Appropriations:**

- 1. AI-42624** County Clerk's Record Archive (1100): Approval of 2014 appropriation of funds in the amount of \$6,000.00.
- 2. AI-42731**
  - A. Approval of 2014 certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1
  - B. Approval of 2014 appropriation of funds in the amount of \$107,000.00 for Precinct No.4 Roosevelt Road Project.
  - C. Approval of 2014 appropriation of funds in the amount of \$175,000.00 for Precinct No.4 Alberta Road Project.
  - D. Approval of 2014 appropriation of funds in the amount of \$70,000.00 for Precinct No.4 Monmack Road Project.
  - E. Approval of 2014 appropriation of funds in the amount of \$185,000.00 for Precinct No.4 Canton Road Project.

F. Approval of 2014 appropriation of funds in the amount of \$94,929.92 for Precinct No.4 Curry Estates Road Project.

G. Approval of 2014 appropriation of funds in the amount of \$105,000.00 for Precinct No.4 Curry Estates Drainage Project.

**3. AI-42839** Pct. 1 TxDOT (1315):

A. Approval of 2013 interfund transfer from Certificate of Obligations 2001 (Fund 1331, Program# 040) to TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$5,391.00.

B. Approval of 2013 interfund transfer from Certificate of Obligations 2004 (Fund 1334, Program# 040) to TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$7,818.61.

C. Approval of 2013 interfund transfer from Certificate of Obligations 2006 (Fund 1336, Program# 040) to TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$9,608.28.

D. Approval of 2013 interfund transfer from Certificate of Obligations 2006 (Fund 1336, Program# 040) to TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$6,945.80.

E. Approval of 2013 interfund transfer from Certificate of Obligations 2006 (Fund 1336, Program# 040) to FM493 (M10n - SH107) (Fund 1336, program# 049) Road Project in the amount of \$16,733.20

F. Approval of 2013 Un-appropriation of funds TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$29,763.69.

**18.**

**Purchasing Department - Marty Salazar:**

**Notes:**

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

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

**A.**

**Hidalgo County**

1. **AI-42837** Adm. Bldg. Renov. 1st./2nd. Floors Project-Accept & approve final re-design plans & specifications for CC Chambers to add Public Affairs Div. and the County Judge's Suite to include Emergency Management Office as presented by project architect, Alcocer Garcia Associates, Inc. with authorization to proceed to forward documentation to awarded contractor, D. Wilson Construction so as to continue the project without any further delays due to documentation with said re-designs and other construction change directives to be included and presented to CC through a Change Order on 2-04-14.
2. **AI-42515** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Construction Building Materials & Supplies-RFB No. 2013-252-12-18-SMA.
3. **AI-42517** Presentation of tabulation grid (for action by Commissioner's Court) to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting all specifications and requirements) with approval of contracts for "Specialty Printing and Related Services" for RFB 2013-153.
4. **AI-42804**
  - A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C);
  - B. Approval of a "Sole Source Declaration" for AT&T for the provision of long distance telephone and other related services for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources) with said declaration to remain in effect while telephone systems in place;
  - C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase telephone and other related services offered only from AT&T and as sole sourced herein.

**B. Health & Human Services Dept.**

1. **AI-42757**
  - A. Pursuant to Texas Local Government, 263.152, discussion and approval to declare as "surplus"
    - 1) Asset Tag# 38960 Animal Cage
    - 2) Asset Tag# 38961 Animal Cage
    - 3) Asset Tag# 38962 Animal Cage

B. Requesting authority to remove said personal property from the Hidalgo County Health and Human Services inventory list.

**C. Sheriff's Office**

1. **AI-42825** Request approval to reject all bids received (as over the funding available) for Hidalgo County Sheriff's Office project: "Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement" (RFB #2013-133A-12-11-YSS) with authority to re-advertise project with modified specifications.
2. **AI-42827** Approval to exercise County's option to terminate (under Article 11-Termination and Suspension) as stated in the current agreement with Prodigy Construction Management, LLC, for "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project," by providing/forwarding a thirty (30) day written notice of termination citing budgetary constraints as cause.

**D. County Clerk**

1. **AI-42653** Acceptance and approval to utilize through the Department of Information Resources (DIR) Contract #DIR-SDD-1647 between State of Texas, acting by and through the Department of Information Resources and Xerox State & Local Solutions, Inc. as successor to ACS State & Local Solutions, Inc. (as per Amendment No. 2) thus allowing Hidalgo County-Clerk Department to utilize services offered under this contract for the Record Management and Imaging System.

**19. Open Forum**

**20. Closed Session:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. **AI-42850** Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

**21. Open Session:**

- A. Real Estate Acquisition and appropriation for same
- B. Pending and/or potential litigation
- C. **AI-42851** Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk



22.

**Closed Session:**

Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23.

**Open Session:**

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

24.

**Adjourn**

AI-42799

County Judge's Office 5. A.

CC REGULAR

**Meeting Date:** 01/28/2014

**Submitted By:** Monica Badillo, EXECUTIVE  
OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Proclamation in Support of the Children's Advocacy Center, Estrella's House

**BACKGROUND**

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**Attachments**

Proclamation

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/23/2014 11:06 AM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Monica Badillo		Started On: 01/23/2014 09:14 AM
	Final Approval Date: 01/24/2014	

**PROCLAMATION IN SUPPORT OF THE  
CHILDREN'S ADVOCACY CENTER, ESTRELLA'S HOUSE**

**WHEREAS**, Children's Advocacy Center, Estrella's House was established in the year 2000 in tribute to Estrella Rojas, a victim of child abuse whose life ended tragically in Edinburg, Texas. Her memory is kept alive by helping and treating any child who is a victim of abuse; and

**WHEREAS**, Children's Advocacy Center, a non-profit organization, is one of 800 Children's Advocacy Centers nationwide, one of 68 certified Children's Advocacy Centers in Texas and the first a child-focused facility & community-based program of its kind in Hidalgo County servicing child abuse victims age 2 – 17 year of age; and

**WHEREAS**, the mission of Children's Advocacy Center, is to reduce the emotional trauma to child abuse victims by facilitating a multidisciplinary team approach, which supports the prevention of child abuse through community education and promotes the effective prosecution of those who perpetrate crimes against children; and

**WHEREAS**, Children's Advocacy Center, provides a safe haven with a child-friendly, non-institutional environment where young victims are not afraid to tell their story. Re-victimization of child victims is minimized by using a multidisciplinary team approach to child abuse investigations; and

**WHEREAS**, the Commissioners Court of Hidalgo County has, in past years been a major benefactor of the Children's Advocacy Center, Estrella's House by providing funds as allowed by Local Government Code Section 381.004, and

**WHEREAS**, The Commissioners Court of Hidalgo County is mindful of the critical economic hardships and alarming reductions in Federal and State funding to all kinds of important social service providers such as the Children's Advocacy Center; and

**WHEREAS**, the Children's Advocacy Center, Estrella's House is having an event, Vinos! at La Antigua Revilla on February 22, 2014 from 7:00 pm – 11:00 pm.

**NOW, THEREFORE, BE IT RESOLVED** that the Hidalgo County Commissioners' Court supports this event to raise funds for the Children's Advocacy Center, Estrella's House in their mission to break the cycle of abuse, one child at a time.

Dated this 28<sup>nd</sup> day of January, 2014.

\_\_\_\_\_  
RAMON GARCIA  
County Judge

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

\_\_\_\_\_  
HECTOR "TITO" PALACIOS  
County Commissioner, Pct. 2

\_\_\_\_\_  
JOE M. FLORES  
County Commissioner, Pct. 3

\_\_\_\_\_  
JOSEPH PALACIOS  
County Commissioner, Pct. 4

\_\_\_\_\_  
Attest: ARTURO GUAJARDO, JR.  
County Clerk

AI-42844

County Judge's Office 5. B.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Jaclyn Trevino

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Approval of "Hidalgo County Night with The Killer Bees" on March 22, 2014

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/24/2014 03:33 PM
Obdett Calzada	Obdett Calzada	01/24/2014 03:47 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Monica Badillo		Started On: 01/24/2014 02:59 PM
	Final Approval Date: 01/24/2014	

AI-42773

Comm. Court Executive Office 6. C.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Monica Badillo,  
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Discussion, consideration and action on rescheduling/cancelling the meeting of Tuesday, February 4, 2014 due to court members absence while attending conference

**BACKGROUND**

Pct 1 & 4 are attending conference in College Station  
City Chambers are available on Monday and Wednesday only.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/22/2014 02:54 PM
Manuel Chapa	Manuel Chapa	01/23/2014 04:16 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Monica Badillo		Started On: 01/22/2014 10:27 AM
	Final Approval Date: 01/24/2014	

AI-42557

Constables 7. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Raquel Ramos, CONSTABLE PCT.  
#3

Department: CONSTABLE PCT. #3

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**Information**

**CAPTION**

Constable Pct #3 (1284):

Approval of appropriation of the 2012 Operation Stonegarden Grant funds for the Constable Precinct #3 Department in the total amount of \$7,077.63 for Phase 4.

**BACKGROUND**

On 4/03/12, Commissioners' Court approved applying for the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Agenda Item #31671.

SAA Award No. 12-SR-48215-01 Federal Grant Award No. EMW-2012-SS-00018-S01

Grant Acceptance: AI# 37958 CC Approved 4/02/2013

Phase II AI# 40560 CC Approved 9/17/2013

Phase III AI# 41929 CC Approved 11/26/2013

Phase IV AI# 42436 CC Approved 1/07/2014

Grant Operation: Date is from 9/1/12 to 2/28/14.

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**Fiscal Impact**

**FISCAL YEAR:** 2015

**ACCT. #:** 4-1284-421-00-293-047-5-XXX

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

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

**BUDGETARY IMPACT:**

2012 Operation Stonegarden Grant:

Constable Pct# 3 Appropriation of funds in the amount of \$7,077.63- Phase IV

Revenue account #4-1284-331-12-293-047-5-000

Health & Life will be reclassified to Constable Pct 3 general fund account.

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**Attachments**

Budget

**Form Review**

**Inbox**  
Budget & Management  
Obdett Calzada

**Reviewed By**  
Debbie Tamez  
Obdett Calzada

**Date**  
01/09/2014 09:38 AM  
01/10/2014 01:15 PM

Purchasing Department

Monica Badillo

01/24/2014 05:38 PM

Form Started By: Raquel Ramos

Started On: 01/08/2014 03:01 PM

Final Approval Date: 01/24/2014

DATE: January 27, 2014

**2014**

**Transfer**

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 4-1284-421-00-293-047-5-XXX

Contact Person: Raquel Ramos Ph# 956-205-7031



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1284-421-00-293-047-5-131	Constable Pct. 3 - Operation Stonegarden Overtime	5,099.61
4-1284-421-00-293-047-5-220	Constable Pct. 3 - Operation Stonegarden FICA	390.15
4-1284-421-00-293-047-5-230	Constable Pct. 3 - Operation Stonegarden Retirement	526.29
4-1284-421-00-293-047-5-250	Constable Pct. 3 - Operation Stonegarden Unemployment Co.	25.49
4-1284-421-00-293-047-5-260	Constable Pct. 3 - Operation Stonegarden Workman's Comp.	40.28
4-1284-421-00-293-047-5-581	Constable Pct. 3 - Operation Stonegarden In-County Travel	995.81
	<b>TOTAL BUDGET INCREASE (DECREASE)</b>	<b>\$ 7,077.63</b>

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant Award to Constable Pct 3 from the Department of Homeland Security FEMA. Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04 Grant Period: September 1, 2012 to February 28, 2014

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK



AI-42588

Constables 7. B.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Raquel Ramos, CONSTABLE PCT.  
#3

Department: CONSTABLE PCT. #3

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**Information**

**CAPTION**

Constable Precinct #3:

Approval to process the following Spikes Motor Company invoice as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Spikes Motor Company 09-12-2013 \$120.00

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 3-1100-421-00-293-001-0-432

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

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**Attachments**

Invoice 533080

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/09/2014 02:38 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Raquel Ramos		Started On: 01/09/2014 11:52 AM
	Final Approval Date: 01/24/2014	

CUSTOMER #: 2073  
UNIT#: 312



\*INVOICE\*

805 E. EXPRESSWAY 83 - P.O. DRAWER 393  
MISSION, TEXAS 78572  
PARTS TOLL FREE 1-800-487-4525  
(956) 585-1601

HIDALGO COUNTY CONSTABLES PCT# 3  
730 N BREYFOGLE STE B  
MISSION, TX 78574-7020  
HOME: CONT:956-581-6800  
BUS: 956-581-6800 CELL:607-7927

PAGE 1

MONDAY - FRIDAY 7:30 AM - 6:00 PM  
SATURDAY 8:00 AM - 4:00 PM

SERVICE ADVISOR: 8861 MARGARITA BARRERA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	05	FORD CROWN VICTORIA	2FAPP71WX5X123515	890259	142840/142840	T3515	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10OCT09 DD			17:00 12SEP13	0		CASH	12SEP13
R.O. OPENED	READY	OPTIONS: W-COMP:G ENG:4.6_Liter_SOHC					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A PERFORM MULTI-POINT INSPECTION  
99P PERFORM MULTI-POINT INSPECTION  
8836 IPS  
GBATT BATTERY MEETS MFG. SPECIFICATIONS  
8836 IPS  
GBK BRAKE LININGS OK AT THIS TIME  
8836 IPS  
GTIRE TIRE THREAD AND WEAR ARE OK AT THIS TIME  
8836 IPS  
142840 DONE

INVOICE RECEIVED BY: R.V.R. on 9/13/13 (N/C)  
GOODS/SERVICES RECEIVED BY: [Signature] on 9-12-13 (N/C)  
ACCOUNT NUMBER: RA#  
3-100-421-00-293-0010-432 (N/C)  
APPROVED BY: [Signature] (N/C)

B CUSTOMER STATES TO CHECK FOR ENGINE LIGHT ON  
ENGINE ENGINE CONCERN  
8836 C 120.00 120.00  
142840  
VERIFY CONCERN FOUND SEVERAL DTC P0401, P0316 REC TO REPLACED ESM  
AN REPLACED PLUGS AN BOOTS DECLINED REPAIR AT THIS TIME.

C CUSTOMER STATES TO CHECK FOR ENGINE IS OVERHEATING  
NC NO CHARGE  
8836 IPS  
142840  
UNABLE TO DUPLICATE CONCERN AT THIS TIME PRESURE TST SYSTEM AN  
ROAD TST VEHICLE MONITOR CHT UNABLE TO DUPLICATE CONCERN

D\*\* ENGINE IS OVERHEATING UNABLE TO DUPLICATE CONCERN AT THIS TIME  
POSSIBLE THERMOSTAT STICKING THERMOSTAT-COALANT GASKET  
NC NO CHARGE  
8836 IPS  
142840 UNABLE TO DUPLICATE CONCERN

\*\*\*\*\*THE FOLLOWING WORK WAS RECOMMENDED BUT NOT PERFORMED\*\*\*\*\*

SUMMARY RAF REPLACE AIR FILTER

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)  
CUSTOMER SIGNATURE

CUSTOMER #: 2073  
 UNIT# 312

533080



805 E. EXPRESSWAY 83 - P.O. DRAWER 393  
 MISSION, TEXAS 78572  
 PARTS TOLL FREE 1-800-487-4525  
 (956) 585-1601

\*INVOICE\*

PAGE 2

MONDAY - FRIDAY 7:30 AM - 6:00 PM  
 SATURDAY 8:00 AM - 4:00 PM

HIDALGO COUNTY CONSTABLES PCT# 3  
 730 N BREYFOGLE STE B  
 MISSION, TX 78574-7020  
 HOME: CONT:956-581-6800  
 BUS: 956-581-6800 CELL:607-7927

SERVICE ADVISOR: 8861 MARGARITA BARRERA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	05	FORD CROWN VICTORIA	2FAPP71WX5X123515	890259	142840/142840	T3515	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10OCT09 DD			17:00 12SEP13	0		CASH	12SEP13
R.O. OPENED	READY	OPTIONS: W-COMP:G ENG:4.6_Liter_SOHC					
16:24 06SEP13	09:10 12SEP13						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
					ENGINE LIGHT ON FOUND PO401 NEED TO REPLACED ESM-EGR VALVE AN RE-TST CON		
					TUNE-UPFOUND PO316 DTC REC TO REPLACED PLUGS AN BOOTS		

Thank you for choosing us to service your vehicle. You may receive a survey from the manufacture in the near future. It is very important to us that you are COMPLETELY SATISFIED with our service. IF, for any reason, you are not COMPLETELY SATISFIED please contact me immediately. Roy Pollard



*We Appreciate Your Business*  
*Thank You*

LIMITED WARRANTY

The repairs performed on this work order and the parts put on said vehicle in connection therewith are performed and sold on a limited warranty as follows:  
 Said work and OEM parts are warranted for a period of 12 months from the date of order or 12,000 miles whichever may first occur. All other warranties both express and implied shall be limited to 12 months or 12,000 miles. Spike Motor Company, Inc., disclaims any other warranty, except as set out above and does not authorize any other person to assume for a any liability in connection with said work or parts.  
 I hereby authorize the repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. In consideration of repair and/or service work on the motor vehicle described herein, performed or to be performed by Spike Motor Company, Inc. (DEALER), and as security for the payment of charges for said work, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle hereinafter called COLLATERAL. CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitute a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:  
 1. Failure of CUSTOMER to pay DEALER'S charges in full at the time possession of COLLATERAL is returned to CUSTOMER or, in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from date of DEALER'S invoice.  
 2. Any time DEALER believes that the proceeds for payment of the obligation secured hereby is impaired.  
 In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court Order, COLLATERAL at public or private sale, and DEALER may be the purchase at such sale for reasonable value, and CUSTOMER shall pay all reasonable attorney's fees and costs of repossession, storage and sale of COLLATERAL. In the event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in event of default, to repossess COLLATERAL without demand, and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all the right and remedies provided by the Uniform Commercial Code.  
 CUSTOMER hereby acknowledged that this combined Security Agreement and Charge Account Agreement was completed before signature by CUSTOMER and a copy hereof was delivered to CUSTOMER at the time of signing.

NOTICE PURSUANT TO §70.001.

TEXAS PROPERTY CODE  
 I AM THE PERSON OR AN AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH §9.503, TEXAS BUSINESS AND COMMERCE CODE, IF A WRITTEN ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE DRAWER OR MAKER OF THE ORDER HAS NO ACCOUNT OR THE ACCOUNT ON WHICH IT IS DRAWN HAS BEEN CLOSED.

DESCRIPTION	TOTALS
LABOR AMOUNT	120.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	120.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	120.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE



# Purchase Order COUNTY OF HIDALGO

PO# 698135

DATE: 09/13/13

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 35173

REQ: 00243530

PHONE: (956)589-1901

FAX: (956)519-8716

EMAIL:

SPIKES MOTOR COMPANY  
P. O. DRAWER 393  
MISSION TX 78572

SHIP TO: CONSTABLE PCT 3

730 BREYFOGLE

STE. B

MISSION TX 78572

CONTACT:

SITE: CONSTABLE, PRECINCT 3

**SPECIAL INSTRUCTIONS:**

**VENDOR NOTES**

1. This order is to be shipped via Purchase Order / Buy Order with invoice.
2. ALL LITIGATION of this Purchase Order shall be accepted under the Exemption Certificate.
3. If a 10-day advance notice to P.O. is required, vendor must notify all shipping costs.
4. Vendor shall provide 30-day warranty. Original invoice and required customer copy may be accepted. Our number must appear on all business correspondence and packages.
5. Payment will be made only for items that are for completed orders unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		REQUESTING A PO FOR VEHICLE R&M SERVICES FOR:		
		UNIT 312 2005 FORD CROWN VICTORIA VIN# 2PAPP71NK5X12351E		
		LPS 890259		
1	EACH	EX CHECK ENGINE CONCERN TO DIAGNOSE PROBLEM	120.00	120.00
			<b>TOTAL:</b>	120.00
		REPORT ROAD HAZARDS 1-866-803-SAFE OR 1-866-427-7033		
		.....		
		For Hidalgo County use only		
		1-0100 421 00 203-601-6-432	120.00	

Authorized by:

*Martha Salazar* *MS*

AI-42583

Constables 7. C.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Raquel Ramos, CONSTABLE PCT.  
#3

Department: CONSTABLE PCT. #3

---

**Information**

**CAPTION**

Constable Pct. 3:

Approval to process the following Lexis Nexis invoices as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

<b>Date:</b>	<b>Invoice Number:</b>	<b>Amount:</b>
09-30-2013	12802H-20130930	\$174.67
10-31-2013	12802H-20131031	\$174.67
11-30-2013	12802H-20131130	\$174.67
12-31-2013	12802H-20131231	\$174.67

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 3-1100-421-00-293-001-0-342

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available for requisition# 244770 as of 1-15-14 \$698.68 for Lexis Nexis.

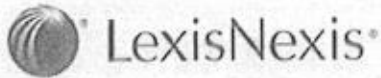
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**Attachments**

**Invoices**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/09/2014 02:35 PM
Manuel Chapa	Manuel Chapa	01/15/2014 03:05 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Raquel Ramos		Started On: 01/09/2014 11:28 AM
	Final Approval Date: 01/24/2014	



PO Box 7247-6157  
 Philadelphia, PA 19170-6157  
 (866) 528-0570

LexisNexis, a division of Reed Elsevier Inc  
 For itself or its affiliates

HIDALGO COUNTY CONSTABLES  
 Attn: EDNA KIRBY  
 PO BOX 207  
 EDINBURG, TX 78540

**Invoice**

**Due Date: 10/20/2013**

**Amount Due: \$993.43**

Invoice Number 12802H-20130930

Invoice Date Sep 30, 2013

Account Number 12802H

Terms Net 20

Representative Jacqueline Koski

Billing Period 09/01/2013 to  
 09/30/2013

**Previous Balance**

\$ Amount

**Total 1,048.00**

**Payments, Credits & Adjustments**

2013-09-09 Check: 385518 July 2013 (524.00)

**Total (524.00)**

**New Activity Summary**

2013-09-30 Flat rate 469.43

**Total 469.43**

**Account Summary**

Previous Balance 1,048.00

New Activity 469.43

Payments, Credits & Adjustments (524.00)

**Total Due 993.43**

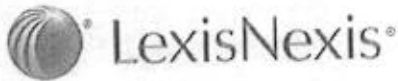
Please include your full invoice number on all remittance to ensure proper credit.

PO # 668409

Questions about your bill?  
 (866) 528-0570

billing@lexisnexis.com

Please Remit Payment To:  
 LexisNexis  
 Account # 12802H  
 PO Box 7247-6157  
 Philadelphia, PA 19170-6157



PO Box 7247-6157  
 Philadelphia, PA 19170-6157  
 (866) 528-0570

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1oz - 264 - 309

HIDALGO COUNTY CONSTABLES



Attn : EDNA KIRBY  
 PO BOX 207  
 EDINBURG, TX 78540

Invoice	
Due Date:	11/20/2013
Amount Due:	\$993.43
Invoice Number	12802H-20131031
Invoice Date	Oct 31, 2013
Account Number	12802H
Terms	Net 20
Representative	Jacqueline Koski
Billing Period	10/01/2013 to 10/31/2013

Previous Balance \$ Amount

**Total** 993.43

**Payments, Credits & Adjustments**

2013-10-15 Check : 387234 *Aug 2013* (524.00)

**Total** (524.00)

**New Activity Summary**

2013-10-31 October 2013 Flat rate 524.00

**Total** 524.00

**Account Summary**

Previous Balance	993.43
New Activity	524.00
Payments, Credits & Adjustments	(524.00)

**Total Due** 993.43

Please include your full invoice number on all remittance to ensure proper credit.

PO # 668409

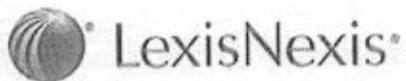
Questions about your bill?  
 (866) 528-0570

billing@lexisnexis.com

Please Remit Payment To:  
 LexisNexis  
 Account # 12802H  
 PO Box 7247-6157  
 Philadelphia, PA 19170-6157

12/31/13

original



PO Box 7247-6157  
 Philadelphia, PA 19170-6157  
 (866) 528-0570

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 For itself or its affiliates

1oz - 242 - 285

HIDALGO COUNTY CONSTABLES



Attn : EDNA KIRBY

PO BOX 207  
 EDINBURG, TX 78540

Invoice	
Due Date:	12/20/2013
Amount Due:	\$1,517.43
Invoice Number	12802H-20131130
Invoice Date	Nov 30, 2013
Account Number	12802H
Terms	Net 20
Representative	Jacqueline Koski
Billing Period	11/01/2013 to 11/30/2013

Previous Balance \$ Amount

**Total** 993.43

Payments, Credits & Adjustments

**Total** 0.00

New Activity Summary

2013-11-30	November 2013 Flat rate	524.00
------------	-------------------------	--------

**Total** 524.00

Account Summary

Previous Balance	993.43
New Activity	524.00
Payments, Credits & Adjustments	0.00

**Total Due** 1,517.43

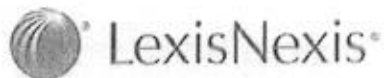
Please include your full invoice number on all remittance to ensure proper credit.

PO # 668409  
 Questions about your bill?  
 (866) 528-0570  
 billing@lexisnexis.com

Please Remit Payment To:  
 LexisNexis  
 Account # 12802H  
 PO Box 7247-6157  
 Philadelphia, PA 19170-6157

12/20/13





PO Box 7247-6157  
Philadelphia, PA 19170-6157  
(866) 528-0570

LexisNexis, a division of Reed Elsevier Inc  
For itself or its affiliates

HIDALGO COUNTY CONSTABLES  
Attn: EDNA KIRBY  
PO BOX 207  
EDINBURG, TX 78540

### Invoice

**Due Date: 01/20/2014**

**Amount Due: \$2,041.43**

Invoice Number 12802H-20131231

Invoice Date Dec 31, 2013

Account Number 12802H

Terms Net 20

Representative Jacqueline Koski

Billing Period 12/01/2013 to  
12/31/2013

PO # 668409

Questions about your bill?  
(866) 528-0570

[billing@lexisnexis.com](mailto:billing@lexisnexis.com)

**Previous Balance** \$ Amount

**Total** 1,517.43

**Payments, Credits & Adjustments**

**Total** 0.00

**New Activity Summary**

2013-12-31 December 2013 Flat rate 524.00

**Total** 524.00

**Account Summary**

Previous Balance 1,517.43

New Activity 524.00

Payments, Credits & Adjustments 0.00

**Total Due** 2,041.43

Please include your full invoice number on all  
remittance to ensure proper credit.

Please Remit Payment To:  
LexisNexis  
Account # 12802H  
PO Box 7247-6157  
Philadelphia, PA 19170-6157

AI-42701

Human Resources 8. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Sheriff's Office

Submitted By: Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

**Information**

**CAPTION**

Sheriff's Office (1100):

1. Approval of the following personnel actions, effective next full pay period, 02/10/2014:

Action	Slot#	Position Title	Budgeted Allowance Amount
Delete Clothing Allowance	0180	Deputy Sheriff (Step II)	\$500.00
Add Clothing Allowance	0142	Deputy Sheriff (Step II)	\$500.00

2. Approval of revised salary schedule.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 4-1100-421-00-280-001-0-119

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

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

**BUDGETARY IMPACT:**

NO BUDGETARY IMPACT.

**Attachments**

**JOB DESCRIPTION**

backup

**PAR FORMS**

Revised Salary Schedule

Fiscal Note

**Form Review**

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/16/2014 08:50 AM
Obdett Calzada	Veronica Ortiz	01/17/2014 10:20 AM
Rosalinda Cantu	Rosie Cantu	01/22/2014 04:21 PM
Obdett Calzada	Obdett Calzada	01/23/2014 08:19 AM
Rosalinda Cantu	Rosie Cantu	01/23/2014 08:25 AM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM

Form Started By: Diana Munoz

Started On: 01/15/2014 04:20 PM

Final Approval Date: 01/24/2014

# HIDALGO COUNTY SHERIFF'S DEPARTMENT

---

## DEPUTY SHERIFF

### **SUMMARY:**

May be assigned to patrol, narcotics, civil process, warrants, courthouse security, criminal investigation or school policing. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigative work.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

#### **Criminal Enforcement Division**

Depending on area to which assigned, may perform any of the following duties:

- Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Respond to emergency calls and routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials;
- Keep records of activities and make reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney or U.S. Attorney;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution;
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Serve court papers including writs, summons, subpoenas, capias, etc.;
- Question witnesses and suspects and take statements and depositions;
- Assist other law enforcement agencies as needed;
- Perform surveillance of suspects and assigned locations;
- Meet with informants and conduct undercover narcotics work;
- Handle and care for dogs involved in narcotics investigations;
- Conduct background investigations on applicants for law enforcements and corrections positions;
- Serve as a bailiff in county and district courts;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention;
- May be responsible for animal control, especially relating to cattle on roadways;

- Return persons who have been arrested to county in other locations in and out of state;
- Regular attendance is a must.
- Ability to work well with others.

### **In School Policing**

- Respond to emergency calls within the school assigned. Handle routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate crimes against persons and property and assists federal, state and local law enforcement officials;
- Keep records of activities and makes reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney, U.S. Attorney, or Hidalgo County juvenile authorities;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution.
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Question witnesses and suspects and take statements;
- Assist other law enforcement agencies as needed;
- May handle and care for dogs involved in narcotics investigations;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community and school groups to promote good public relations and to inform citizens, students, and school faculty of police activities and crime prevention;
- Will interact with students and school faculty on a daily basis;
- Will be involved in participating and providing security for school related activities and functions;
- Will coordinate with Deputy Sheriffs assigned to other schools, criminal enforcement division and other law enforcement agencies for their participating or providing security for school related functions and activities;
- Will report directly to the school assigned rather than the sheriff's department on a daily basis, unless otherwise instructed;
- Perform such other related duties as may be assigned by the Sheriff's Department.

### **SUPERVISORY RESPONSIBILITIES**

- May be asked to oversee special details involving two or more officers.

### **QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

## **EDUCATION and/or EXPERIENCE**

- High School diploma or GED;
- At least one (1) year of law enforcement related experience preferred;
- Bilingual is preferred.

## **CERTIFICATES, LICENSES, REGISTRATIONS**

- Applicant must possess a current Basic Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standard and Education;
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

## **OTHER SKILLS AND ABILITIES**

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws.
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms and specialized equipment;
- Ability to communicate effectively orally and in writing.
- Good physical condition.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak, read and write in the English language;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

## **PHYSICAL DEMANDS:**

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel; The employee may have to physically subdue and restrain uncooperative suspects, prisoners and/or inmates.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

**WORK ENVIRONMENT:**

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

While performing the duties of this job, the employee regularly works in various types of outside weather conditions. The employee occasionally works near moving mechanical parts; in high precarious places; with explosives; and in occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually moderate;

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

**ACCIDENT PREVENTION PROGRAM:**

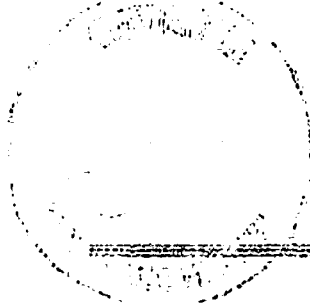
Required to follow all departments' safety regulations;

## 2014 Adopted Salary Schedule

Department Name	Obj	Slot	Position Title	2014 Adopted Salary	Long	Int	Supp	Auto	Cloth
SHERIFF	113	0129	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0130	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0131	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$780.00	\$0.00	\$3,300.00	\$0.00	\$500.00
SHERIFF	113	0132	DEPUTY SHERIFF	\$46,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0133	DEPUTY SHERIFF	\$46,120.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$0.00
SHERIFF	113	0134	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$840.00	\$0.00	\$3,300.00	\$0.00	\$500.00
SHERIFF	113	0135	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00
SHERIFF	113	0136	DEPUTY SHERIFF STEP I	\$39,140.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0137	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$720.00	\$0.00	\$1,800.00	\$0.00	\$0.00
SHERIFF	113	0138	DEPUTY SHERIFF STEP I	\$40,510.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0139	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0140	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$600.00	\$0.00	\$3,000.00	\$0.00	\$0.00
SHERIFF	113	0141	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$600.00	\$0.00	\$2,700.00	\$0.00	\$500.00
SHERIFF	113	0142	DEPUTY SHERIFF STEP II	\$40,510.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$0.00
SHERIFF	113	0143	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$540.00	\$0.00	\$2,100.00	\$0.00	\$500.00
SHERIFF	113	0144	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$540.00	\$0.00	\$2,100.00	\$0.00	\$500.00
SHERIFF	113	0145	DEPUTY SHERIFF STEP II	\$40,510.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$500.00
SHERIFF	113	0146	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$900.00	\$0.00	\$1,200.00	\$0.00	\$0.00
SHERIFF	113	0147	DEPUTY SHERIFF STEP II	\$40,510.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$0.00
SHERIFF	113	0148	DEPUTY SHERIFF STEP II	\$40,510.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$0.00
SHERIFF	113	0149	DEPUTY SHERIFF STEP I	\$40,510.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0150	DEPUTY SHERIFF STEP II	\$40,510.00	\$420.00	\$0.00	\$2,100.00	\$0.00	\$0.00
SHERIFF	113	0151	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$600.00	\$0.00	\$1,200.00	\$0.00	\$0.00
SHERIFF	113	0152	DEPUTY SHERIFF	\$46,120.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$0.00
SHERIFF	113	0153	DEPUTY SHERIFF	\$46,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0154	DEPUTY SHERIFF	\$46,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0155	DEPUTY SHERIFF STEP II	\$40,510.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0156	DEPUTY SHERIFF STEP II	\$40,510.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$500.00
SHERIFF	113	0157	DEPUTY SHERIFF	\$46,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0158	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$720.00	\$0.00	\$2,100.00	\$0.00	\$500.00
SHERIFF	113	0159	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$720.00	\$0.00	\$3,300.00	\$0.00	\$500.00
SHERIFF	113	0160	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$480.00	\$0.00	\$1,800.00	\$0.00	\$0.00
SHERIFF	113	0161	DEPUTY SHERIFF STEP I	\$44,561.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0162	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$660.00	\$0.00	\$2,100.00	\$0.00	\$0.00
SHERIFF	113	0163	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0164	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$660.00	\$0.00	\$3,300.00	\$0.00	\$0.00
SHERIFF	113	0165	DEPUTY SHERIFF	\$46,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0166	DEPUTY SHERIFF STEP II	\$40,510.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$500.00
SHERIFF	113	0167	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0168	DEPUTY SHERIFF STEP I	\$46,120.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0169	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$780.00	\$0.00	\$2,700.00	\$0.00	\$500.00
SHERIFF	113	0170	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$600.00	\$0.00	\$5,400.00	\$0.00	\$500.00
SHERIFF	113	0171	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$600.00	\$0.00	\$3,300.00	\$0.00	\$500.00
SHERIFF	113	0172	DEPUTY SHERIFF STEP II	\$40,510.00	\$420.00	\$0.00	\$1,800.00	\$0.00	\$0.00
SHERIFF	113	0173	DEPUTY SHERIFF	\$40,510.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0174	DEPUTY SHERIFF STEP I	\$40,510.00	\$180.00	\$0.00	\$1,500.00	\$0.00	\$0.00
SHERIFF	113	0175	DEPUTY SHERIFF STEP II	\$40,510.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0176	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$660.00	\$0.00	\$1,200.00	\$0.00	\$0.00
SHERIFF	113	0177	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$480.00	\$0.00	\$3,300.00	\$0.00	\$0.00
SHERIFF	113	0178	DEPUTY SHERIFF STEP I	\$46,120.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0179	DEPUTY SHERIFF STEP I	\$40,510.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0180	DEPUTY SHERIFF STEP II	\$40,510.00	\$360.00	\$0.00	\$3,600.00	\$0.00	\$500.00
SHERIFF	113	0181	ACCOUNTANT II	\$42,236.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0182	MECHANIC IV	\$41,138.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0183	MECHANIC IV	\$41,138.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0184	MECHANIC IV	\$41,138.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0185	MECHANIC IV	\$41,138.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0186	MECHANIC IV	\$38,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0187	MECHANIC IV	\$41,138.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0188	DEPUTY SHERIFF STEP II	\$40,510.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0189	DEPUTY SHERIFF STEP II	\$40,510.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0190	DEPUTY SHERIFF STEP I	\$39,140.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0191	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$480.00	\$0.00	\$3,600.00	\$0.00	\$500.00
SHERIFF	113	0192	DEPUTY SHERIFF STEP II	\$40,510.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0193	DEPUTY SHERIFF STEP II	\$40,510.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0194	DEPUTY SHERIFF STEP I	\$40,510.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0195	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$360.00	\$0.00	\$3,300.00	\$0.00	\$0.00
SHERIFF	113	0196	DEPUTY SHERIFF STEP I	\$40,510.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0197	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$420.00	\$0.00	\$3,600.00	\$0.00	\$500.00
SHERIFF	113	0198	DEPUTY SHERIFF	\$44,561.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0199	DEPUTY SHERIFF STEP II	\$40,510.00	\$720.00	\$0.00	\$3,300.00	\$0.00	\$500.00
SHERIFF	113	0200	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$420.00	\$0.00	\$3,300.00	\$0.00	\$500.00
SHERIFF	113	0201	DEPUTY SHERIFF STEP I	\$40,510.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERIFF	113	0202	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$420.00	\$0.00	\$3,900.00	\$0.00	\$500.00
SHERIFF	113	0203	DEPUTY SHERIFF STEP II	\$40,510.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00







# FLORIDA DEPARTMENT OF CORRECTIONS



DATE: \_\_\_\_\_

CURRENT POSITION TITLE: \_\_\_\_\_

REQUESTED POSITION TITLE: \_\_\_\_\_

REQUEST FOR:  New Position  Temporary Position  Position in another agency  Other

POSITION DUTY DESCRIPTION: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

REASON FOR REQUEST: \_\_\_\_\_

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

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

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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
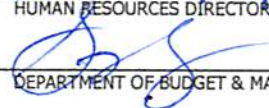
**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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1.	 DEPARTMENT HEAD	<u>1-13-14</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<u>Esther A. Cortez My Defina Rios</u> HUMAN RESOURCES DIRECTOR	<u>01-15-14</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>01/22/2014</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			



# HIDALGO COUNTY

## Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280

DATE: 1/9/14

CURRENT POSITION TITLE: DEPUTY SHERIFF (step II)

CURRENT SLOT. #: 004-142

REQUESTED POSITION TITLE:  
(For new positions or reclassifications)

**REQUEST FOR:**

- New Position     
  Temporary Position     
  Position Reclassification\*     
  Other ADDING CLOTHING

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

**POSITION SALARY REQUEST:**

Salary Amount: \$ 0.00      \$ 500.00      \$ 500.00  
 Current Budgeted Salary      Proposed Budgeted Salary      Net Change

Position to be funded from one of the following:

- Current Department Budget     
  Annual Budget Cycle     
  Will Require Additional Funds  
 Other \_\_\_\_\_

**POSITION Type:**

Full Time Employee Object 113      
 Part Time Employee Object 114  \_\_\_\_\_  
 Enter hourly rate for temp. positions  
 Full Time Temporary Object 121      
 Part Time Temporary Object 122  \$ \_\_\_\_\_  
 Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
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CIVIL SERVICE:      FLSA:  
 Exempt       Exempt   
 Non-Exempt       Non-Exempt   
 N/A

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

THIS DEPUTY POSITION WILL BE ASSIGNED TO CRIMINAL INVESTIGATIONS DIVISION. POSITIONS ASSIGNED TO SPECIAL ASSIGNMENTS WARRANT CLOTHING ALLOWANCE BECAUSE THE ATTIRE MUST BE OF CIVILIAN TYPE (DRESSY SHIRT/TIE). EMPLOYEES FILLING THESE POSITIONS ARE NOT ISSUED UNIFORMS.


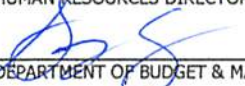
**NEW POSITION:** Brief job description and attach a copy of the new job description.

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	<u>1-13-14</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	<u>Esther A. Cortez</u> HUMAN RESOURCES DIRECTOR	<u>01-15-14</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>01/22/2014</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

SHERIFF

42701

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	\$140,595.00	\$0.00	\$140,595.00	0	\$0.00	\$0.00	\$140,595.00	\$140,595.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$500.00	\$144,695.00
0003	113	DIVISION COMMANDER	\$77,250.00	\$0.00	\$77,250.00	0	\$0.00	\$0.00	\$77,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0004	113	DIVISION COMMANDER	\$77,250.00	\$0.00	\$77,250.00	0	\$0.00	\$0.00	\$77,250.00	\$77,250.00	\$1,380.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$80,930.00
0005	113	CAPTAIN	\$66,950.00	\$0.00	\$66,950.00	0	\$0.00	\$0.00	\$66,950.00	\$66,950.00	\$1,500.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$70,750.00
0006	113	CAPTAIN	\$66,950.00	\$0.00	\$66,950.00	0	\$0.00	\$0.00	\$66,950.00	\$66,950.00	\$1,500.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$70,750.00
0007	113	CAPTAIN	\$66,950.00	\$0.00	\$66,950.00	0	\$0.00	\$0.00	\$66,950.00	\$66,950.00	\$1,140.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$69,790.00
0008	113	CAPTAIN	\$66,950.00	\$0.00	\$66,950.00	0	\$0.00	\$0.00	\$66,950.00	\$66,950.00	\$840.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$71,090.00
0010	113	LIEUTENANT STEP IV	\$57,759.00	\$0.00	\$57,759.00	0	\$0.00	\$0.00	\$57,759.00	\$57,759.00	\$1,500.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$62,559.00
0011	113	LIEUTENANT STEP III	\$57,759.00	\$0.00	\$57,759.00	0	\$0.00	\$0.00	\$57,759.00	\$55,805.00	\$1,140.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$58,745.00
0012	113	LIEUTENANT STEP III	\$55,805.00	\$0.00	\$55,805.00	0	\$0.00	\$0.00	\$55,805.00	\$55,805.00	\$1,140.00	\$0.00	\$3,000.00	\$0.00	\$500.00	\$60,445.00
0013	113	LIEUTENANT STEP II	\$53,918.00	\$0.00	\$53,918.00	0	\$0.00	\$0.00	\$53,918.00	\$53,918.00	\$900.00	\$0.00	\$3,000.00	\$0.00	\$500.00	\$58,318.00
0014	113	LIEUTENANT STEP III	\$55,805.00	\$0.00	\$55,805.00	0	\$0.00	\$0.00	\$55,805.00	\$55,805.00	\$1,440.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$59,045.00
0015	113	LIEUTENANT STEP II	\$55,805.00	\$0.00	\$55,805.00	0	\$0.00	\$0.00	\$55,805.00	\$53,918.00	\$1,080.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$56,798.00
0016	113	INFORMATION TECHNOLOGY MANAGER	\$56,162.00	\$0.00	\$56,162.00	0	\$0.00	\$0.00	\$56,162.00	\$56,162.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$56,662.00
0018	113	LIEUTENANT STEP III	\$55,805.00	\$0.00	\$55,805.00	0	\$0.00	\$0.00	\$55,805.00	\$55,805.00	\$900.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$58,505.00
0019	113	LIEUTENANT STEP II	\$57,759.00	\$0.00	\$57,759.00	0	\$0.00	\$0.00	\$57,759.00	\$53,918.00	\$1,440.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$57,158.00
0020	113	LIEUTENANT STEP IV	\$57,759.00	\$0.00	\$57,759.00	0	\$0.00	\$0.00	\$57,759.00	\$57,759.00	\$1,140.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$61,199.00
0021	113	ACCOUNTANT III	\$44,583.00	\$0.00	\$44,583.00	0	\$0.00	\$0.00	\$44,583.00	\$44,583.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,583.00
0022	113	SERGEANT STEP III	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$50,733.00	\$900.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$53,333.00
0023	113	SERGEANT STEP II	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$49,017.00	\$1,140.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$51,857.00
0024	113	SERGEANT STEP II	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$49,017.00	\$660.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$51,377.00
0025	113	SERGEANT STEP I	\$52,508.00	\$0.00	\$52,508.00	0	\$0.00	\$0.00	\$52,508.00	\$47,359.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,719.00
0026	113	SERGEANT STEP II	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$49,017.00	\$480.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$50,697.00
0027	113	SERGEANT STEP III	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$50,733.00	\$900.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$52,833.00
0028	113	SERGEANT STEP II	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$49,017.00	\$360.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$51,077.00
0029	113	SERGEANT STEP II	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$49,017.00	\$540.00	\$0.00	\$0.00	\$0.00	\$500.00	\$50,057.00
0030	113	SERGEANT STEP II	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$49,017.00	\$660.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$50,877.00
0031	113	SERGEANT STEP I	\$52,508.00	\$0.00	\$52,508.00	0	\$0.00	\$0.00	\$52,508.00	\$47,359.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,019.00
0032	113	SERGEANT STEP III	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$50,733.00	\$720.00	\$0.00	\$0.00	\$0.00	\$500.00	\$51,953.00
0033	113	SERGEANT STEP IV	\$52,508.00	\$0.00	\$52,508.00	0	\$0.00	\$0.00	\$52,508.00	\$52,508.00	\$780.00	\$0.00	\$600.00	\$0.00	\$0.00	\$53,888.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	\$48,149.00	\$0.00	\$48,149.00	0	\$0.00	\$0.00	\$48,149.00	\$48,149.00	\$1,680.00	\$0.00	\$0.00	\$0.00	\$500.00	\$50,329.00
0035	113	SERGEANT STEP II	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$49,017.00	\$480.00	\$0.00	\$600.00	\$0.00	\$0.00	\$50,097.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

SHERIFF

42701

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0036	113	SERGEANT STEP II	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$49,017.00	\$720.00	\$0.00	\$600.00	\$0.00	\$0.00	\$50,337.00
0037	113	SERGEANT STEP II	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$49,017.00	\$480.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$51,197.00
0038	113	SERGEANT STEP III	\$52,508.00	\$0.00	\$52,508.00	0	\$0.00	\$0.00	\$52,508.00	\$50,733.00	\$840.00	\$0.00	\$600.00	\$0.00	\$0.00	\$52,173.00
0039	113	SERGEANT STEP I	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$47,359.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,659.00
0040	113	SERGEANT STEP II	\$49,017.00	\$0.00	\$49,017.00	0	\$0.00	\$0.00	\$49,017.00	\$49,017.00	\$420.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$51,137.00
0041	113	SERGEANT STEP III	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$50,733.00	\$900.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$53,333.00
0042	113	CRIME SCENE SPECIALIST	\$46,143.00	\$0.00	\$46,143.00	0	\$0.00	\$0.00	\$46,143.00	\$46,143.00	\$780.00	\$0.00	\$0.00	\$0.00	\$500.00	\$47,423.00
0043	113	CRIME SCENE SPECIALIST	\$46,143.00	\$0.00	\$46,143.00	0	\$0.00	\$0.00	\$46,143.00	\$46,143.00	\$780.00	\$0.00	\$0.00	\$0.00	\$500.00	\$47,423.00
0044	113	CRIME SCENE SPECIALIST	\$46,143.00	\$0.00	\$46,143.00	0	\$0.00	\$0.00	\$46,143.00	\$46,143.00	\$720.00	\$0.00	\$0.00	\$0.00	\$500.00	\$47,363.00
0045	113	MECHANIC V	\$44,583.00	\$0.00	\$44,583.00	0	\$0.00	\$0.00	\$44,583.00	\$44,583.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,583.00
0046	113	DEPUTY SHERIFF	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$37,574.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,054.00
0047	113	DEPUTY SHERIFF	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,200.00
0048	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$1,500.00	\$0.00	\$3,900.00	\$0.00	\$500.00	\$53,634.00
0049	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$3,900.00	\$0.00	\$500.00	\$51,120.00
0050	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$60.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$40,400.00
0051	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,320.00
0052	113	SR. DEPUTY SHERIFF STEP II	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$44,561.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$47,761.00
0053	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$1,260.00	\$0.00	\$3,900.00	\$0.00	\$500.00	\$53,394.00
0054	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$1,200.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$52,734.00
0055	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,380.00
0056	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$120.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$40,760.00
0057	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$900.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$49,834.00
0058	113	DEPUTY SHERIFF	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$37,574.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,694.00
0059	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0060	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$44,110.00
0061	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$120.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$40,460.00
0062	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$660.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$44,970.00
0063	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,050.00
0064	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,350.00
0065	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$42,910.00
0066	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,320.00
0067	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,780.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

42701

SHERIFF

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0068	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,410.00
0069	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$180.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$42,990.00
0070	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$540.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$43,150.00
0071	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,290.00
0072	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,110.00
0073	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$840.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$52,374.00
0074	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,810.00
0075	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,380.00
0076	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$42,970.00
0077	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$40,340.00
0078	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$780.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$52,314.00
0079	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0080	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,230.00
0081	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,050.00
0082	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,694.00
0083	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0084	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$180.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$40,820.00
0085	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$840.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$51,174.00
0086	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$840.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$52,374.00
0087	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$46,014.00
0088	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$780.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$52,314.00
0089	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$960.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$52,494.00
0090	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,440.00
0091	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,200.00
0092	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,200.00
0093	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0094	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$900.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$51,934.00
0095	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$840.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$51,774.00
0096	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,470.00
0097	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$480.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$43,090.00
0098	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$1,440.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$50,374.00
0099	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$1,500.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$50,434.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

42701

SHERIFF

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0100	113	DEPUTY SHERIFF	\$40,314.00	\$0.00	\$40,314.00	0	\$0.00	\$0.00	\$40,314.00	\$37,574.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$38,774.00
0101	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$1,500.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$50,434.00
0102	113	DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$39,140.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$40,940.00
0103	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,410.00
0104	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$840.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$50,374.00
0105	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$780.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$51,814.00
0106	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$900.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$51,634.00
0107	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$900.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$50,434.00
0108	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$42,970.00
0109	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$420.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,530.00
0110	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,170.00
0111	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$660.00	\$0.00	\$5,100.00	\$0.00	\$0.00	\$51,880.00
0112	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$43,810.00
0113	113	DEPUTY SHERIFF	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$37,574.00	\$60.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$38,834.00
0114	113	DEPUTY SHERIFF STEP I	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0115	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$720.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$50,640.00
0116	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,320.00
0117	113	SR. DEPUTY SHERIFF STEP IV	\$47,734.00	\$0.00	\$47,734.00	0	\$0.00	\$0.00	\$47,734.00	\$47,734.00	\$840.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$52,374.00
0118	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$720.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$49,840.00
0119	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$40,940.00
0120	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,810.00
0121	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0122	113	DEPUTY SHERIFF	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$37,574.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,574.00
0123	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$1,500.00	\$0.00	\$3,900.00	\$0.00	\$0.00	\$51,520.00
0124	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$720.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$49,440.00
0125	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$960.00	\$0.00	\$600.00	\$0.00	\$0.00	\$47,680.00
0126	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0127	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$49,320.00
0128	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,690.00
0129	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,720.00
0130	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0131	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$780.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$50,700.00



**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

42701

SHERIFF

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0132	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0133	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$40,940.00
0134	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$840.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$50,760.00
0135	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$40,640.00
0136	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,440.00
0137	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$720.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$48,640.00
0138	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,380.00
0139	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,720.00
0140	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$49,720.00
0141	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$49,920.00
		<b>ADD CLOTHING ALLOWANCE</b>													\$500.00	
0142	113	<b>DEPUTY SHERIFF STEP II</b>	<b>\$40,510.00</b>	<b>\$0.00</b>	<b>\$40,510.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,510.00</b>	<b>\$40,510.00</b>	<b>\$300.00</b>	<b>\$0.00</b>	<b>\$2,100.00</b>	<b>\$0.00</b>	<del>\$800.00</del>	<b>\$43,410.00</b>
0143	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$540.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$49,260.00
0144	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$540.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$49,260.00
0145	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,410.00
0146	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$900.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$48,220.00
0147	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$42,970.00
0148	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$43,210.00
0149	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,380.00
0150	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$420.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$43,030.00
0151	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$47,920.00
0152	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$40,940.00
0153	113	DEPUTY SHERIFF	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0154	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0155	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,110.00
0156	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,710.00
0157	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0158	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$720.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$49,440.00
0159	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$720.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$50,640.00
0160	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$480.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$48,400.00
0161	113	DEPUTY SHERIFF STEP I	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$39,140.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,620.00
0162	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$660.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$49,380.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

42701

SHERIFF

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0163	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,780.00
0164	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$660.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$50,080.00
0165	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0166	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$240.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$41,950.00
0167	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,720.00
0168	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,200.00
0169	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$780.00	\$0.00	\$2,700.00	\$0.00	\$500.00	\$50,100.00
0170	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$5,400.00	\$0.00	\$500.00	\$52,620.00
0171	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$50,520.00
0172	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$420.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$42,730.00
0173	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,200.00
0174	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$180.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$40,820.00
0175	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,170.00
0176	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$660.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$47,980.00
0177	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$480.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$49,900.00
0178	113	DEPUTY SHERIFF STEP I	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$39,140.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,200.00
0179	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,320.00
		<b>DELETE CLOTHING ALLOWANCE</b>														\$0.00
0180	113	<b>DEPUTY SHERIFF STEP II</b>	<b>\$40,510.00</b>	<b>\$0.00</b>	<b>\$40,510.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,510.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<del>\$500.00</del> <b>\$0.00</b>
0181	113	ACCOUNTANT II	\$42,236.00	\$0.00	\$42,236.00	0	\$0.00	\$0.00	\$42,236.00	\$42,236.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,036.00
0182	113	MECHANIC IV	\$41,138.00	\$0.00	\$41,138.00	0	\$0.00	\$0.00	\$41,138.00	\$41,138.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,098.00
0183	113	MECHANIC IV	\$41,138.00	\$0.00	\$41,138.00	0	\$0.00	\$0.00	\$41,138.00	\$41,138.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,438.00
0184	113	MECHANIC IV	\$41,138.00	\$0.00	\$41,138.00	0	\$0.00	\$0.00	\$41,138.00	\$41,138.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,738.00
0185	113	MECHANIC IV	\$41,138.00	\$0.00	\$41,138.00	0	\$0.00	\$0.00	\$41,138.00	\$41,138.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,858.00
0186	113	MECHANIC IV	\$38,222.00	\$0.00	\$38,222.00	0	\$0.00	\$0.00	\$38,222.00	\$38,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,222.00
0187	113	MECHANIC IV	\$41,138.00	\$0.00	\$41,138.00	0	\$0.00	\$0.00	\$41,138.00	\$41,138.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,618.00
0188	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$480.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,590.00
0189	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$660.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,770.00
0190	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,200.00
0191	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$480.00	\$0.00	\$3,600.00	\$0.00	\$500.00	\$49,141.00
0192	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,990.00
0193	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,470.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

42701

SHERIFF

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0194	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,740.00
0195	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$360.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$46,714.00
0196	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,500.00
0197	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$420.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$46,774.00
0198	113	DEPUTY SHERIFF STEP I	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0199	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$720.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$45,030.00
0200	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$420.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$47,274.00
0201	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,380.00
0202	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$420.00	\$0.00	\$3,900.00	\$0.00	\$500.00	\$47,874.00
0203	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,810.00
0204	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$900.00	\$0.00	\$3,300.00	\$0.00	\$500.00	\$47,754.00
0205	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$600.00	\$0.00	\$600.00	\$0.00	\$0.00	\$41,710.00
0206	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$360.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$42,670.00
0207	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$420.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$46,074.00
0208	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$480.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$46,841.00
0209	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0210	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$420.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$47,581.00
0211	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$540.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,650.00
0212	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$47,261.00
0213	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$540.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$47,401.00
0214	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$540.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$46,901.00
0215	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,560.00
0216	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$47,761.00
0217	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,410.00
0218	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,110.00
0219	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$660.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$47,821.00
0220	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$420.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$46,074.00
0221	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$660.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,770.00
0222	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$420.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$47,281.00
0223	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,410.00
0224	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,050.00
0225	113	DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

42701

SHERIFF

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0226	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,320.00
0227	113	DEPUTY SHERIFF	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$37,574.00	\$180.00	\$0.00	\$600.00	\$0.00	\$0.00	\$38,354.00
0228	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,710.00
0229	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$780.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,890.00
0230	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,474.00
0231	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,750.00
0232	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$420.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$44,674.00
0233	113	SR. DEPUTY SHERIFF STEP I	\$43,054.00	\$0.00	\$43,054.00	0	\$0.00	\$0.00	\$43,054.00	\$43,054.00	\$420.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$46,074.00
0234	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$660.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$44,470.00
0235	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,470.00
0236	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$540.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,650.00
0237	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,990.00
0238	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$420.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$43,030.00
0239	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,170.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	\$36,630.00	\$0.00	\$36,630.00	0	\$0.00	\$0.00	\$36,630.00	\$36,630.00	\$600.00	\$0.00	\$0.00	\$0.00	\$500.00	\$37,730.00
0241	113	EVIDENCE TECHNICIAN	\$35,879.00	\$0.00	\$35,879.00	0	\$0.00	\$0.00	\$35,879.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0242	113	EVIDENCE TECHNICIAN	\$35,879.00	\$0.00	\$35,879.00	0	\$0.00	\$0.00	\$35,879.00	\$35,879.00	\$600.00	\$0.00	\$0.00	\$0.00	\$500.00	\$36,979.00
0243	113	HUMAN RESOURCES SPECIALIST II	\$34,135.00	\$0.00	\$34,135.00	0	\$0.00	\$0.00	\$34,135.00	\$34,135.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,735.00
0244	113	COMMUNICATIONS SUPERVISOR	\$35,391.00	\$0.00	\$35,391.00	0	\$0.00	\$0.00	\$35,391.00	\$35,391.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,691.00
0246	113	COMMUNICATIONS SUPERVISOR	\$35,391.00	\$0.00	\$35,391.00	0	\$0.00	\$0.00	\$35,391.00	\$35,391.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,391.00
0247	113	QUARTER MASTER	\$32,769.00	\$0.00	\$32,769.00	0	\$0.00	\$0.00	\$32,769.00	\$32,769.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,549.00
0248	113	ADMINISTRATIVE ASSISTANT III	\$34,067.00	\$0.00	\$34,067.00	0	\$0.00	\$0.00	\$34,067.00	\$34,067.00	\$1,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,447.00
0249	113	ACCOUNTANT I	\$32,769.00	\$0.00	\$32,769.00	0	\$0.00	\$0.00	\$32,769.00	\$32,769.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,129.00
0250	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$28,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,825.00
0251	113	COMMUNICATIONS OFFICER	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0252	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0253	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0254	113	COMMUNICATIONS OFFICER	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$30,342.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,882.00
0255	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$28,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,825.00
0256	113	COMMUNICATIONS OFFICER	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$31,404.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,764.00
0257	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,342.00
0258	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,342.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

SHERIFF

42701

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0259	113	COMMUNICATIONS OFFICER	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$31,404.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,704.00
0260	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$28,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,825.00
0261	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,342.00
0262	113	COMMUNICATIONS OFFICER	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$31,404.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,404.00
0263	113	COMMUNICATIONS OFFICER	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$31,404.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,064.00
0264	113	COMMUNICATIONS OFFICER	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$28,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,825.00
0265	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,342.00
0266	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,342.00
0267	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$28,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,825.00
0268	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,342.00
0269	113	COMMUNICATIONS OFFICER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,342.00
0270	113	COMMUNICATIONS OFFICER	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0272	113	ADMINISTRATIVE ASSISTANT II	\$32,029.00	\$0.00	\$32,029.00	0	\$0.00	\$0.00	\$32,029.00	\$32,029.00	\$780.00	\$0.00	\$0.00	\$0.00	\$500.00	\$33,309.00
0273	113	ASSISTANT QUARTER MASTER	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,122.00
0274	113	ADMINISTRATIVE ASSISTANT I	\$27,539.00	\$0.00	\$27,539.00	0	\$0.00	\$0.00	\$27,539.00	\$27,539.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,979.00
0275	113	ADMINISTRATIVE ASSISTANT I	\$27,539.00	\$0.00	\$27,539.00	0	\$0.00	\$0.00	\$27,539.00	\$27,539.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,499.00
0276	113	ADMINISTRATIVE ASSISTANT I	\$27,539.00	\$0.00	\$27,539.00	0	\$0.00	\$0.00	\$27,539.00	\$27,539.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,859.00
0277	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0278	113	ADMINISTRATIVE ASSISTANT I	\$27,539.00	\$0.00	\$27,539.00	0	\$0.00	\$0.00	\$27,539.00	\$27,539.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,979.00
0279	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0280	113	ADMINISTRATIVE ASSISTANT I	\$26,867.00	\$0.00	\$26,867.00	0	\$0.00	\$0.00	\$26,867.00	\$26,867.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,887.00
0281	113	ADMINISTRATIVE ASSISTANT I	\$26,867.00	\$0.00	\$26,867.00	0	\$0.00	\$0.00	\$26,867.00	\$26,867.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,827.00
0282	113	ADMINISTRATIVE ASSISTANT I	\$26,867.00	\$0.00	\$26,867.00	0	\$0.00	\$0.00	\$26,867.00	\$26,867.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,867.00
0283	113	ADMINISTRATIVE ASSISTANT I	\$26,867.00	\$0.00	\$26,867.00	0	\$0.00	\$0.00	\$26,867.00	\$26,867.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,287.00
0284	113	ADMINISTRATIVE ASSISTANT I	\$26,867.00	\$0.00	\$26,867.00	0	\$0.00	\$0.00	\$26,867.00	\$26,867.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,467.00
0285	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0287	113	CUSTODIAN II	\$23,083.00	\$0.00	\$23,083.00	0	\$0.00	\$0.00	\$23,083.00	\$23,083.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,083.00
0288	113	ADMINISTRATIVE ASSISTANT I	\$25,772.00	\$0.00	\$25,772.00	0	\$0.00	\$0.00	\$25,772.00	\$23,124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,124.00
0289	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0290	113	ADMINISTRATIVE ASSISTANT I	\$25,772.00	\$0.00	\$25,772.00	0	\$0.00	\$0.00	\$25,772.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0291	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0292	113	ADMINISTRATIVE ASSISTANT I	\$25,772.00	\$0.00	\$25,772.00	0	\$0.00	\$0.00	\$25,772.00	\$25,772.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,772.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

SHERIFF

42701

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0293	113	ADMINISTRATIVE ASSISTANT I	\$25,772.00	\$0.00	\$25,772.00	0	\$0.00	\$0.00	\$25,772.00	\$25,772.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,772.00
0294	113	CUSTODIAN II	\$23,083.00	\$0.00	\$23,083.00	0	\$0.00	\$0.00	\$23,083.00	\$23,083.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,563.00
0295	113	CUSTODIAN II	\$23,083.00	\$0.00	\$23,083.00	0	\$0.00	\$0.00	\$23,083.00	\$23,083.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,683.00
0296	113	CUSTODIAN II	\$23,083.00	\$0.00	\$23,083.00	0	\$0.00	\$0.00	\$23,083.00	\$23,083.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,683.00
0297	113	CUSTODIAN II	\$23,083.00	\$0.00	\$23,083.00	0	\$0.00	\$0.00	\$23,083.00	\$23,083.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,563.00
0327	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,470.00
0328	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$600.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$47,920.00
0329	113	SR. DEPUTY SHERIFF STEP III	\$46,120.00	\$0.00	\$46,120.00	0	\$0.00	\$0.00	\$46,120.00	\$46,120.00	\$540.00	\$0.00	\$600.00	\$0.00	\$0.00	\$47,260.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	\$36,630.00	\$0.00	\$36,630.00	0	\$0.00	\$0.00	\$36,630.00	\$36,630.00	\$480.00	\$0.00	\$0.00	\$0.00	\$500.00	\$37,610.00
0331	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,740.00
0332	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$40,940.00
0333	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$40,940.00
0334	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$360.00	\$0.00	\$4,800.00	\$0.00	\$500.00	\$46,170.00
0335	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$420.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$43,230.00
0336	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$60.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$40,700.00
0337	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,200.00
0338	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$180.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$43,290.00
0339	113	DEPUTY SHERIFF STEP I	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0340	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$540.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$47,701.00
0341	113	DEPUTY SHERIFF STEP I	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$39,140.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,320.00
0342	113	DEPUTY SHERIFF STEP II	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$40,510.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,170.00
0343	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,221.00
0344	113	SR. DEPUTY SHERIFF STEP II	\$44,561.00	\$0.00	\$44,561.00	0	\$0.00	\$0.00	\$44,561.00	\$44,561.00	\$600.00	\$0.00	\$2,100.00	\$0.00	\$500.00	\$47,761.00
0345	113	DEPUTY SHERIFF STEP I	\$40,510.00	\$0.00	\$40,510.00	0	\$0.00	\$0.00	\$40,510.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0346	113	ADMINISTRATIVE ASSISTANT II	\$28,094.00	\$0.00	\$28,094.00	0	\$0.00	\$0.00	\$28,094.00	\$28,094.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,174.00
0347	113	ADMINISTRATIVE ASSISTANT II	\$28,094.00	\$0.00	\$28,094.00	0	\$0.00	\$0.00	\$28,094.00	\$28,094.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,114.00
0361	113	BUDGET MANAGER II	\$65,507.00	\$0.00	\$65,507.00	0	\$0.00	\$0.00	\$65,507.00	\$65,507.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,307.00
0362	113	PROCUREMENT SPECIALIST	\$44,583.00	\$0.00	\$44,583.00	0	\$0.00	\$0.00	\$44,583.00	\$44,583.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,303.00
0363	113	COMMUNICATIONS SUPERVISOR	\$35,391.00	\$0.00	\$35,391.00	0	\$0.00	\$0.00	\$35,391.00	\$35,391.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,171.00
0364	113	CRIME VICTIM LIASON	\$39,563.00	\$0.00	\$39,563.00	0	\$0.00	\$0.00	\$39,563.00	\$39,563.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,403.00
0365	113	CAPTAIN	\$66,950.00	\$0.00	\$66,950.00	0	\$0.00	\$0.00	\$66,950.00	\$66,950.00	\$720.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$69,370.00
0366	113	CAPTAIN	\$66,950.00	\$0.00	\$66,950.00	0	\$0.00	\$0.00	\$66,950.00	\$66,950.00	\$1,080.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$70,330.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

42701

SHERIFF

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0367	113	CAPTAIN	\$66,950.00	\$0.00	\$66,950.00	0	\$0.00	\$0.00	\$66,950.00	\$66,950.00	\$1,260.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$70,510.00
0369	113	DIVISION COMMANDER	\$77,250.00	\$0.00	\$77,250.00	0	\$0.00	\$0.00	\$77,250.00	\$77,250.00	\$1,440.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$80,990.00
0370	113	CHIEF OF STAFF	\$77,250.00	\$0.00	\$77,250.00	0	\$0.00	\$0.00	\$77,250.00	\$77,250.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,790.00
0371	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$240.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$40,880.00
0372	113	DEPUTY SHERIFF	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$37,574.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,634.00
0373	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,260.00
0374	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,680.00
0375	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0376	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$40,340.00
0377	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$40,340.00
0378	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0379	113	TECHNICIAN IV	\$38,222.00	\$0.00	\$38,222.00	0	\$0.00	\$0.00	\$38,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0380	113	DEPUTY SHERIFF STEP I	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00
0382	113	DEPUTY SHERIFF STEP I	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00
0383	113	DEPUTY SHERIFF STEP II	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0384	113	DEPUTY SHERIFF STEP II	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0385	113	DEPUTY SHERIFF STEP II	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
0386	113	DEPUTY SHERIFF STEP I	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$2,340.00
0387	113	DEPUTY SHERIFF STEP II	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00
0388	113	DEPUTY SHERIFF STEP II	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00
0389	113	DEPUTY SHERIFF	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00
0390	113	DEPUTY SHERIFF	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0391	113	DEPUTY SHERIFF	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0392	113	DEPUTY SHERIFF STEP I	\$1,180.00	\$0.00	\$1,180.00	0	\$0.00	\$0.00	\$1,180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0393	113	LIEUTENANT STEP I	\$55,805.00	\$0.00	\$55,805.00	0	\$0.00	\$0.00	\$55,805.00	\$52,095.00	\$840.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$55,235.00
0394	113	SERGEANT STEP I	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$47,359.00	\$360.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$49,219.00
0395	113	SERGEANT STEP I	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$47,359.00	\$480.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$50,539.00
0396	113	SERGEANT STEP I	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$47,359.00	\$420.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$49,279.00
0397	113	SERGEANT STEP III	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$50,733.00	\$780.00	\$0.00	\$600.00	\$0.00	\$0.00	\$52,113.00
0398	113	SERGEANT STEP III	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$50,733.00	\$900.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$52,833.00
0399	113	SERGEANT STEP II	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$49,017.00	\$480.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$51,297.00
0400	113	SERGEANT STEP III	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$50,733.00	\$840.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$52,773.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE**

4-1100-421-00-280-001-0

**42701**

**SHERIFF**

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0401	113	SERGEANT STEP II	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$49,017.00	\$600.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$50,817.00
0402	113	SERGEANT STEP II	\$50,733.00	\$0.00	\$50,733.00	0	\$0.00	\$0.00	\$50,733.00	\$49,017.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,857.00
0403	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0404	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$42,140.00
0405	113	DEPUTY SHERIFF STEP I	\$39,140.00	\$0.00	\$39,140.00	0	\$0.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
0406	113	ADMINISTRATIVE ASSISTANT IV	\$37,109.00	\$0.00	\$37,109.00	0	\$0.00	\$0.00	\$37,109.00	\$37,109.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,529.00
0407	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0408	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0409	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0410	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$23,124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,124.00
0411	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0412	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0413	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0414	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,087.00
0415	113	QUALITY ASSURANCE INSPECTOR	\$55,000.00	\$0.00	\$55,000.00	0	\$0.00	\$0.00	\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,000.00
A416	113	DEPUTY SHERIFF	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00
<b>TOTAL</b>			<b>\$15,087,887.00</b>	<b>\$0.00</b>	<b>\$15,087,887.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,087,887.00</b>	<b>\$14,261,584.00</b>	<b>\$170,460.00</b>	<b>\$0.00</b>	<b>\$379,800.00</b>	<b>\$0.00</b>	<b>\$49,500.00</b>	<b>\$14,861,344.00</b>

**APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.  
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.**





AI-42740

Human Resources 8. B.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Precinct 3

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

**Information**

**CAPTION**

Precinct #3- Parks (1100):

1. Approval of the following personnel actions:

<i>Action</i>	<i>Dept/ Program</i>	<i>Slot No.</i>	<i>Position Title</i>	<i>Budgeted Salary</i>	<i>Proposed Salary</i>
Delete	123-008	0001	Park Director	\$44,664.00	-0-
Delete	123-008	0012	Maintenance I	\$28,840.00	-0-
Create	123-008	0018	Maintenance Supervisor	-0-	\$34,000.00

2. Approval of revised salary schedule.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 4-1100-452-00-123-008-0-XXX

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

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

**BUDGETARY IMPACT:**

NO BUDGETARY IMPACT- COST SAVINGS.

**Attachments**

PAR forms & job description

REVISED SALARY SCHEDULE

FISCAL NOTE

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/17/2014 02:43 PM
Rosalinda Cantu	Monica Badillo	01/21/2014 04:34 PM
Human Resources	Diana Munoz	01/23/2014 04:59 PM
Budget & Management	Debbie Tamez	01/24/2014 09:16 AM
Obdett Calzada	Obdett Calzada	01/24/2014 03:32 PM
Rosalinda Cantu	Rosie Cantu	01/24/2014 05:14 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM

Form Started By: Sylvia Rios

Started On: 01/17/2014 01:56 PM

Final Approval Date: 01/24/2014



# HIDALGO COUNTY

## Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: Precinct 3-123-008

DATE: 1-21-14

CURRENT POSITION TITLE: Maintenance I

CURRENT SLOT. #: 994  
008-0012

REQUESTED POSITION TITLE:  
(For new positions or reclassifications)

**REQUEST FOR:**

- New Position     
  Temporary Position     
  Position Reclassification\*     
  Other Delete Position

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

**POSITION SALARY REQUEST:**

Salary Amount: \$ 28,840.00      \$ \_\_\_\_\_      \$ (28,840.00)  
Current Budgeted Salary      Proposed Budgeted Salary      Net Change

Position to be funded from one of the following:

- Current Department Budget     
  Annual Budget Cycle     
  Will Require Additional Funds  
 Other \_\_\_\_\_

**POSITION Type:**

- Full Time Employee Object 113      
 Part Time Employee Object 114  \_\_\_\_\_  
Enter hourly rate for temp. positions  
 Full Time Temporary Object 121      
 Part Time Temporary Object 122  \$ \_\_\_\_\_  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
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- CIVIL SERVICE:**  
 Exempt       FLSA: Exempt   
 Non-Exempt       Non-Exempt   
 N/A

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)  
After receiving departmental needs, it was assessed that position was not needed.

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

sdfsdfsd

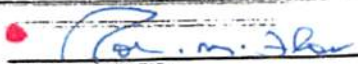


**POSITION RECLASSIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	01-23-14 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	01/24/2014 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			



# HIDALGO COUNTY

## Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: Precinct 3-123-008

DATE: 1-21-14

CURRENT POSITION TITLE: Park Director

CURRENT SLOT. #: 008

REQUESTED POSITION TITLE:  
(For new positions or reclassifications)

008-0001

**REQUEST FOR:**

- New Position    
  Temporary Position    
  Position Reclassification\*    
  Other Delete Position

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

**POSITION SALARY REQUEST:**

Salary Amount: \$ 44,664.00     \$ \_\_\_\_\_     \$ (44,664.00) <sup>000</sup>  
 Current Budgeted Salary     Proposed Budgeted Salary     Net Change

Position to be funded from one of the following:

- Current Department Budget    
  Annual Budget Cycle    
  Will Require Additional Funds  
 Other \_\_\_\_\_

**POSITION Type:**

Full Time Employee  Object 113     Part Time Employee  Object 114 \_\_\_\_\_  
 Enter hourly rate for temp. positions  
 Full Time Temporary  Object 121     Part Time Temporary  Object 122 \$ \_\_\_\_\_  
 Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

CIVIL SERVICE:     FLSA:  
 Exempt      Exempt   
 Non-Exempt      Non-Exempt   
 N/A

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

After reviewing departmental needs, it was assessed that position was not needed.

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

sdfsdfsd

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

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

- |    |   |                    |                                   |   |                             |
|----|---|--------------------|-----------------------------------|---|-----------------------------|
| 1. | <u>[Signature]</u><br>DEPARTMENT HEAD                     | DATE               | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES            | <input type="checkbox"/> NO |
| 2. | <u>Esther A. Cortez / jfc</u><br>HUMAN RESOURCES DIRECTOR | 01-23-14<br>DATE   | PERSONNEL PROCEDURES COMPLETED    | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. | <u>[Signature]</u><br>DEPARTMENT OF BUDGET & MANAGEMENT   | 01/24/2014<br>DATE | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL                              | DATE               |                                   |   |                             |



# HIDALGO COUNTY

## Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: Precinct 3-123-008

DATE: 1-15-2014

CURRENT POSITION TITLE:

CURRENT SLOT #: 018

REQUESTED POSITION TITLE: Maintenance Supervisor  
(For new positions or reclassifications)

008-018

**REQUEST FOR:**

- New Position     
  Temporary Position     
  Position Reclassification\*     
  Other \_\_\_\_\_

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

**POSITION SALARY REQUEST:**

Salary Amount: \$ 0 Current Budgeted Salary      \$ 34,000.00 Proposed Budgeted Salary      \$ 34,000.00 Net Change

Position to be funded from one of the following:

- Current Department Budget     
  Annual Budget Cycle     
  Will Require Additional Funds  
 Other \_\_\_\_\_

**POSITION Type:**

- Full Time Employee Object 113      
 Part Time Employee Object 114  \_\_\_\_\_  
 Full Time Temporary Object 121      
 Part Time Temporary Object 122  \$ \_\_\_\_\_  
Enter hourly rate for temp. positions  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

- CIVIL SERVICE:**  
 Exempt       FLSA: Exempt   
 Non-Exempt       Non-Exempt   
 N/A

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

Individual will be supervising work being performed at Angoldus Park and Pct. 3 pavilions to make sure all work is being done properly after pavilions are reserved and occupied. Individual will supervise that all pavilions meet safety guidelines.

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

sdfsdfscf

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

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**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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- |    |  |                           |                                   |   |                             |
|----|--|---------------------------|-----------------------------------|---|-----------------------------|
| 1. | <u><i>[Signature]</i></u><br>DEPARTMENT HEAD                   | DATE                      | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES            | <input type="checkbox"/> NO |
| 2. | <u><i>Esther A. Cortez</i></u><br>HUMAN RESOURCES DIRECTOR     | <u>01-17-14</u><br>DATE   | PERSONNEL PROCEDURES COMPLETED    | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. | <u><i>[Signature]</i></u><br>DEPARTMENT OF BUDGET & MANAGEMENT | <u>01/24/2014</u><br>DATE | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL                                   | DATE                      |                                   |   |                             |



## **MAINTENANCE SUPERVISOR**

**GRADE: 11**

### **GENERAL DESCRIPTION**

Performs routine (journey-level) supervisory maintenance work. Work involves assisting in the planning and scheduling of the installation, care, and repair of County facilities and equipment; Supervises the work of others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

### **EXAMPLES OF WORK PERFORMED**

Assigns maintenance crews to specific jobs, and inspects work to be certain that work meets standards and safety and building regulations

Plans, schedules, and oversees maintenance and repair work, such as plumbing, masonry, welding, carpentry, painting, electrical, and grounds maintenance work

Obtains material and supplies, maintains records of materials used on jobs, and requisitions items not carried in stock

Conducts inspections of buildings, equipment, and grounds for security and needed repairs

Receives requests for maintenance and repairs, and initiates maintenance and repair work

Maintains records of materials used on jobs and in stock

Prepares progress reports

Assists in interviewing and hiring new staff

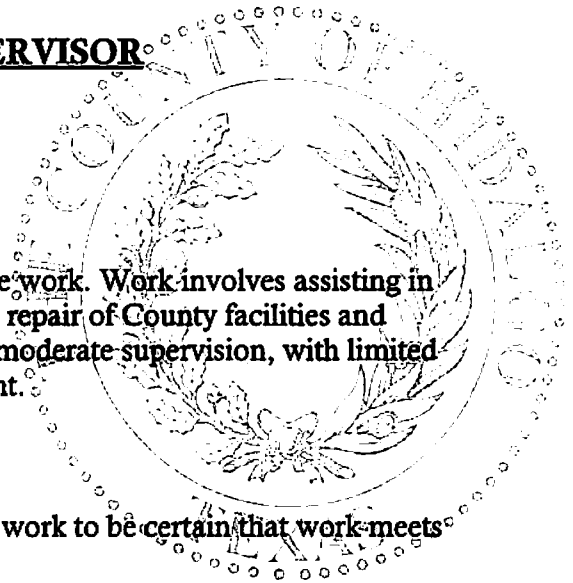
Oversees the operation and maintenance of building, grounds, and related support services

Implements preventative maintenance, equipment replacement and energy conservation programs

Inspects facilities and equipment to determine need and extent of services, equipments required, and type and number of operation and maintenance personnel needed;

Assigns workers to duties such as maintenance, repair, or renovation and obtains bids for additional work from outside contractors and inspects completed work for conformance to blueprints, specifications and standards

Oversee purchases of building and maintenance supplies, machinery, equipment and furniture



Compiles records of labor and material costs for operating budget, and studies production schedules and estimates worker hour requirements for completion of job assignments, and may obtain advice from engineering consultants

Conducts quarterly maintenance inspections of each county-owned facility; provides a summary of maintenance recommendations to Departments;

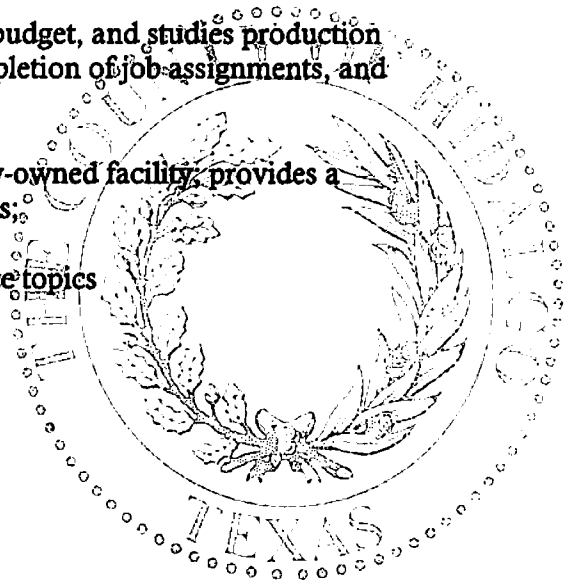
Provides staff training in a variety of safety and maintenance topics

Conducts safety inspections and related training

Selects, trains, evaluates and supervises assigned staff

Supervises the work of others

Performs related work as assigned



## **GENERAL QUALIFICATION GUIDELINES**

### **Experience and Education**

Five (5) years experience in the field of maintenance and construction including supervisory experience. Graduation from a high school or equivalent preferred. Associate Degree or Vocational training related to the job preferred (Building Trades field such as Electrician, Plumber, A/C Technician, Commercial Construction etc). Experience and education may be substituted for one another.

### **Knowledge, Skills, and Abilities**

Knowledge of building and ground maintenance techniques; of plumbing and heating systems; of sanitation practices; of electrical systems; and of fire and safety regulations and procedures

Skill in the use of tools and equipment

Ability to interpret blueprints; to organize preventative maintenance programs; and to supervise the work of others

### **PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

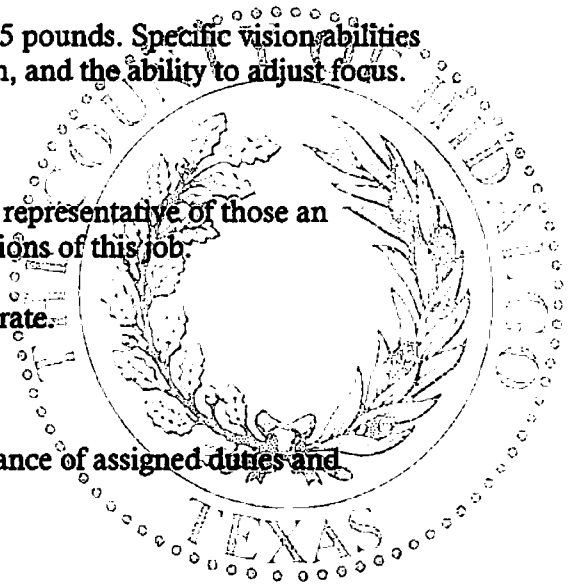
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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



HIDALGO COUNTY  
COMMISSIONER COURT  
2014 SALARY SCHEDULE

4-1100-452-00-123-008-0

AI - 42740

**PARKS PCT.3**

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
<b>DELETE THE FOLLOWING FULL TIME VACANT POSITION</b>																
<b>0001</b>	<b>113</b>	<b>PARK DIRECTOR</b>	<b>\$44,664.00</b>	<b>\$0.00</b>	<b>\$44,664.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$44,664.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
0003	113	FOREMAN	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$32,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0004	113	MECHANIC II	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$28,840.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0005	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$28,840.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0006	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$28,840.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0007	113	HEAVY EQUIPMENT OPERATOR I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0008	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$28,840.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010	113	CUSTODIAN	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$28,840.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0011	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$28,840.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>DELETE THE FOLLOWING FULL TIME VACANT POSITION</b>																
<b>0012</b>	<b>113</b>	<b>MAINTENANCE I</b>	<b>\$28,840.00</b>	<b>\$0.00</b>	<b>\$28,840.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$28,840.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
0014	113	MAINTENANCE III	\$29,911.00	\$0.00	\$29,911.00	0	\$0.00	\$0.00	\$29,911.00	\$29,911.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0015	113	MAINTENANCE III	\$29,911.00	\$0.00	\$29,911.00	0	\$0.00	\$0.00	\$29,911.00	\$29,911.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0017	113	HEAVY EQUIPMENT OPERATOR III	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$28,840.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>CREATE THE FOLLOWING FULL TIME POSITION</b>																
<b>0018</b>	<b>113</b>	<b>MAINTENANCE SUPERVISOR</b>	<b>\$0.00</b>	<b>\$34,000.00</b>	<b>\$34,000.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$34,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
			\$323,502.00	\$34,000.00	\$357,502.00		\$0.00	\$0.00	\$357,502.00	\$323,502.00	\$4,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Approval to delete and/or created the above highlighted full-time positions.  
All personnel actions pending CC approval.



AI-42659

Sheriff's Office 9. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Maria Del Rosario Gonzalez,  
SHERIFF DEPT.

Department: SHERIFF DEPT.

**Information**

**CAPTION**

State Criminal Alien Assistance Program (SCAAP) Grant (1284):

1. Authorization and approval for Certification of Revenues for SCAAP 2013
2. Authorization and approval for Appropriation of funds for SCAAP 2013 in the amount of \$27,222.00

**BACKGROUND**

On 11/19/13, Commissioners' Court approved the acceptance of Grant #2013-AP-BX-0830 in the amount of \$27,222.00 (AI #41585)

SCAAP funds are to be used for correctional purposes only.

Funds will be used to replace expired bulletproof vests for detention officers that transport inmates.

**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 4-1284-423-00-280-042-3-XXX

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

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

**BUDGETARY IMPACT:**

No local match is required as per grant requirements.

Grant Fiscal Year: 2013

Revenue Account: 4-1284-331-11-280-042-3-000

\*SCAAP funds are to be used for correctional purposes only.

\*Funds will not be utilized for salaries.

**Attachments**

**SCAAP 2013 Receipt**

**BA**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Emilia Uriegas	Emilia Uriegas	01/13/2014 04:39 PM
Budget & Management	Debbie Tamez	01/24/2014 09:22 AM
Manuel Chapa	Manuel Chapa	01/24/2014 02:56 PM
Rosalinda Cantu	Rosie Cantu	01/24/2014 05:01 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM

Form Started By: Maria Del Rosario Gonzalez

Started On: 01/13/2014 03:38 PM

Final Approval Date: 01/24/2014



Accounts Cash Management Open An Account Options

My Page Accounts Transactions Statements Account Info

Current Transactions Download Search

Transactions from 12/20/2013 to 12/20/2013

View Transactions for: SPECIAL REVENUE FUND

Current Balance: \$5,859,476.50 Available Balance: \$4,283,277.15

View Range: Since Last Statement | 7 Days | 15 Days | 30 Days | All

Date:	Ref/Check No:	Description:	Debit:	Credit:
12/20/2013		MISC PAY DOJ TREAS 310 COD 746000717150400 FMR*1V*2013APBX0830*27222.00\		\$27,222.00
<b>Totals (this page):</b>		<b>Transactions: 1</b>	<b>Debits: \$0.00</b>	<b>Credits: \$27,222.00</b>

Print Preview

4-1284-223-00-000-000-0-000

SCAAP 2013 AP-BX-0830

HECTOR SANDOVAL 1/10/14



**DATE:** January 13, 2014

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

**DEPARTMENT NAME:** SCAAP (2013)

**ACCOUNT NUMBER:** 4-1284-423-00-280-042-3-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

<b>INCREASE OBJECT NUMBER'S)</b>	<b>ACCOUNT OBJECT NAME</b>	<b>AMOUNT</b>
4-1284-423-00-280-042-3-668	Police weapons & bulletproof vests	27,222.00
	<b>TOTAL APPROPRIATIONS</b>	<b>27,222.00</b>
4-1284-331-11-280-042-3-000	U. S. Department of Justice-- Bureau of Justice Assistance	27,222.00
	<b>TOTAL REVENUES</b>	<b>27,222.00</b>

**REASON:** To appropriate the budget for the FY2013 SCAAP Grant awarded by the U.S. Department of Justice, Bureau of Justice Assistance (BJA). Grant No. 2013-AP-BX-0830.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
/ /  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-42805

Emergency Management 11. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Oscar Montoya

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

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**Information**

**CAPTION**

1. Approval of Certification of Revenues as certified by the County Auditor for the Texas Safe Shelter Initiative Grant awarded by the Federal Emergency Management Administration through the State of Texas Division of Emergency Management.

2. Approval of the 2013 appropriation of funds for the Texas Safe Shelter Initiative Grant from the Federal Emergency Management Administration through the State of Texas Division of Emergency Management in the amount of \$2,400,000.00.

**BACKGROUND**

9/25/12- AI-34204 – Approval to apply and submit for the Hazard Mitigation Grant Program/Texas Safe Shelter Initiative (TSSI) on behalf of the La Joya Independent School District

2/5/13- AI-36629 - Approval to accept the TSSI of the grant and approval to accept the MOU between Hidalgo County and La Joya ISD.

6/4/13- AI-38880 - Approval to execute the Interlocal between Hidalgo County and La Joya ISD

The County applied for a grant on behalf of the District for the construction of a Community Safe Room under the Hazard Mitigation Grant - Texas Safe Shelter Initiative. The Community Safe Room will be incorporated into a new multipurpose facility at the Palmview High School. The Grant covers 75% of the eligible cost of the Project and requires a 25% match by the District.

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**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 3-1283-480-00-110-078-4-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation in the amount of \$2,400,000.00

3-1283-331-32-110-078-4-000 TSSI-REVENUES

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**Attachments**

Appropriation

## Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/23/2014 01:19 PM
Manuel Chapa	Manuel Chapa	01/24/2014 04:21 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM

Form Started By: SANDRA DELEON  
Started On: 01/23/2014 11:25 AM  
Final Approval Date: 01/24/2014

DATE: January 24, 2014

DEPARTMENT HEAD: Oscar Montoya

2014



DEPARTMENT NAME: Emergency Management Fund (1283)

AI#42805

ACCOUNT NUMBER: 3-1283-XXX-XX-110-078-4-XXX

Contact Person: Belinda Alvarez Ph# (956) 318-2615 ext. 5008

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1283-480-00-110-078-4-334	TSSI-ENG 7 ARCH SERVS	350,000.00
3-1283-480-00-110-078-4-841	TSSI-AID TO GOVT	2,050,000.00
	<b>TOTAL APPROPRIATION</b>	<b>2,400,000.00</b>
3-1283-331-32-110-078-4-000	TSSI-REVENUE	2,400,000.00
	<b>TOTAL REVENUE</b>	<b>2,400,000.00</b>
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>2,400,000.00</b>

REASON: To appropriate the Hazard Mitigation -Texas Safe Shelter Initiative Program award.

  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-42683

Community Service Agency 12. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Maribel Navarro,  
COMMUNITY SERVICE  
AGENCY

Department: COMMUNITY SERVICE AGENCY

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**Information**

**CAPTION**

1. Requesting approval for the 2014 CSBG [Community Service Block Grant] Contract No. 61140001850.
2. Requesting approval for the 2014 NTN [Neighbor to Neighbor Agreement]

**BACKGROUND**

1. 2014 CSBG Contract at this time is for \$453,375 which is based on 33% of available funding for an overall anticipated allocation of \$1,385,156.00.
  2. 2014 NTN Agreement is between CHCSA and Direct Energy and with its partners; CPL Retail Energy, WTU Retail Energy, First Choice Power and New Leaf Energy. The agreement allows for CHCSA to be the recipient agency for local contributions collected by their customers and matched by Direct Energy. We receive about two contributions in the year for an estimated total of \$80,000.
- 

**Attachments**

CSBG 2014

NTN Agreement 2014

Legal14CSBG/NTN

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/15/2014 02:48 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Maribel Navarro		Started On: 01/15/2014 08:42 AM
	Final Approval Date: 01/24/2014	

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NO. **61140001850** FOR THE  
FY 2014 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")  
CFDA#93.569

**SECTION 1. PARTIES TO THE CONTRACT**

This CSBG Contract No. **61140001850** (herein the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, (herein the "Department") and **Hidalgo County, Texas**, a political subdivision of the State of Texas (herein the "Subrecipient") **acting by and through the County of Hidalgo Community Service Agency** hereinafter (the "Parties").

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **January 01, 2014**, and, unless earlier terminated, shall end on **December 31, 2014** (herein the "Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA**

Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) (herein the "CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (P.L. 103-252) and the Coats Human Services Reauthorization Act of 1998 (P.L. 105-285); Chapter 2306 of the Texas Government Code (herein the "State Act"); the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A (except those sections in Subchapter A that relate to the suspension, reduction, withholding or termination of funding) and B of the Texas Administrative Code, as amended or supplemented from time to time (herein the "CSBG State Rules or 10 TAC"); and the Department's guidance related to CSBG; Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§ 9901, 9907 excluding (c), and 9908. Subrecipient agrees to perform all activities in accordance with the annual Community Action Plan (as defined in Section 35 of this Contract); the terms of the performance statement and budget submitted with the annual Community Action Plan approved by the Department as said performance statement and budget may be amended from time to time; the Certifications attached hereto as Exhibit A; all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient's service area consists of the following counties:

**HIDALGO**

**SECTION 4. DEPARTMENT OBLIGATIONS**

- A. In consideration of Subrecipient's full and satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$453,375.00** in accordance with the budget as approved by the Department and the terms of this Contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of adequate CSBG funds from the U.S. Department of Health and Human Services (hereinafter "HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

- D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
  2. are not allowable costs, as set forth in the CSBG Act;
  3. are not strictly in accordance with the terms of this Contract, including the exhibits;
  4. have not been reported to Department within forty-five (45) days following termination of this Contract; or
  5. are not incurred during the Contract Term.
- E. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.
- F. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for such funds.

#### **SECTION 5. METHOD OF PAYMENT/CASH BALANCES**

- A. Subrecipients may request an advance for up to thirty (30) days. As per the Uniform Grant Management Standards, 34 TAC Chapter 20, Subchapter I (herein "UGMS"), a cash advance must be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. In order to request an advance payment, Subrecipient must submit to Department a properly completed Expenditure Report that includes a request for advance funds (Projected Expenses) together with such supporting documentation as the Department may reasonably request.
- C. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursement of such funds by Subrecipient.
- D. Subsection 4(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 10 of this Contract.
- E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's service area.
- F. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

#### **SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the uniform cost principles for local, state and Indian tribal governments set forth in OMB Circular A-87, as implemented by 2 C.F.R. Part 225 and uniform administrative requirements for governments set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is \$500,000 of Federal funds or \$500,000 of State funds.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.
- D. Subrecipient may incur costs for activities associated with the closeout of the CSBG contract for a period not to exceed forty-five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

## **SECTION 7. TERMINATION AND SUSPENSION**

- A. As per 10 TAC 5.206, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that an Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing suspension.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.

## **SECTION 8. PROHIBITED USE OF FUNDS**

Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility. This provision may be waived in the Department's sole discretion as outlined in 42 USC 9918(a)(2).

## **SECTION 9. RECORD KEEPING REQUIREMENTS**

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, \_42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.
- B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.
- D. Subrecipient shall include the substance of this Section 9 in all subcontracts.



## **SECTION 10. REPORTING REQUIREMENTS**

- A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.
- B. Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department on or before the fifteenth (15th) day of each month following the reported month in the Contract Term, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.
- C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) days after the end of the Contract and prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.
- D. Subrecipient shall annually submit to Department, no later than forty-five (45) days after the termination of this Contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.
- E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract terms, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.
- F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

## **SECTION 11. CHANGES AND AMENDMENTS**

- A. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. The Department must receive any Contract amendment requests in writing no later than forty-five (45) days prior to the end of the Contract Term. The Department may consider, in its sole discretion, written contract amendment received within forty-five (45) days of the end of the Contract Term.

## **SECTION 12. PROGRAM INCOME**

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, §\_25 and OMB Circular A-102, Attachment, 2e.

### **SECTION 13. TECHNICAL ASSISTANCE AND MONITORING**

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

### **SECTION 14. INDEPENDENT SUBRECIPIENT**

It is agreed that Department is contracting with Subrecipient as an independent contractor.

### **SECTION 15. PROCUREMENT STANDARDS**

- A. Subrecipient shall comply with 45 C.F.R. §92.36, UGMS, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

### **SECTION 16. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 13 of this Contract.
- B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

### **SECTION 17. AUDIT**

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
  1. Subrecipient shall have an audit conducted in accordance with 45 C.F.R. §92.26, OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the Contract Term in which Subrecipient has expenses of more than \$500,000 in state funds or \$500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.

2. At the option of Subrecipient, each audit required by this section may cover Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds.
  3. Notwithstanding anything to the contrary herein, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
  4. Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit one (1) copy of the audit report to the Department's Compliance Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.
- B. Notwithstanding anything herein to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit. Such financial and compliance audits may occur after the close of the Contract Term.
- C. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- D. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.
- E. All approved CSBG audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.
- F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

#### **SECTION 18. TRAVEL**

Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

#### **SECTION 19. LITIGATION AND CLAIMS**

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

#### **SECTION 20. LEGAL AUTHORITY**

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

#### **SECTION 21. COMPLIANCE WITH LAWS**

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

#### **SECTION 22. PREVENTION OF WASTE, FRAUD, AND ABUSE**

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.
- C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

#### **SECTION 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a (f), Subrecipient shall repay the public subsidy with interest, at the rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

#### **SECTION 24. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

#### **SECTION 25. POLITICAL ACTIVITY PROHIBITED**

- A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

#### **SECTION 26. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of Section 26 in all subcontracts.

#### **SECTION 27. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS**

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Administrator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

## **SECTION 28. MAINTENANCE OF EFFORT**

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

## **SECTION 29. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) and including a copy of the results in its project files.

## **SECTION 30. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

## **SECTION 31. COPYRIGHT**

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

## **SECTION 32. NO WAIVER**

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

## **SECTION 33. SEVERABILITY**

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

## **SECTION 34. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
  - 1. Exhibit A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

## **SECTION 35. COMMUNITY ACTION PLAN**

- A. As a condition of receipt of funding under the Act, each eligible entity shall submit annually to the Department a community action plan that includes:
  - 1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
  - 2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
  - 3. a description of how funding under this Act will be coordinated with other public and private resources; and,
  - 4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.
- B. As a condition of receipt of funding under the Act, each eligible entity shall submit every five years to the Department a community needs assessment.

**SECTION 36. USE OF ALCOHOLIC BEVERAGES**

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

**SECTION 37. FORCE MAJURE**

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

**SECTION 38. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

**SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES**

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

**SECTION 40. NUMBER, GENDER**

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

**SECTION 41. NOTICE**

- A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

**As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
P. O. Box 13941  
Austin, Texas 78711-3941  
Attention: Michael De Young  
Telephone: (512) 475-2125  
Fax: (512) 475-3935  
michael.deyoung@tdhca.state.tx.us

**As to Subrecipient:**

Hidalgo County, Texas  
County of Hidalgo Community Service Agency  
P. O. Box 204  
Edinburg, TX 78540  
Attention: Maribel Navarro-Saenz, Executive Director  
Telephone: (956) 383-6250 Fax: (956) 380-4324 Email: mnsaenz@csa-hidalgo.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 41.

**SECTION 42. VENUE AND JURISDICTION**

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **January 01, 2014**

**Hidalgo County, Texas**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,**  
**a public and official agency of the State of Texas**

By:  
Title: Its duly authorized officer or representative  
Date:



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NO. **61140001850** FOR THE  
FY 2014 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")  
CFDA#93.569

**EXHIBIT A**

**CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**Hidalgo County, Texas**  
**a political subdivision of the State of Texas**

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Hidalgo County, Texas**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**NEIGHBOR-TO-NEIGHBOR PROGRAM AGREEMENT  
FOR ELECTRIC HOME ENERGY ASSISTANCE**

This Neighbor to Neighbor Program Agreement (“Agreement”) is entered into and effective as of January 1, 2014 (“Effective Date”), by and between Direct Energy, LP (“Direct Energy”), CPL Retail Energy, LP (“CPL Retail Energy”), WTU Retail Energy, LP (“WTU Retail Energy”), First Choice Power, LP (“First Choice Power”) and/or New Leaf Energy (“New Leaf Energy”) (together the “REPs”) and Hidalgo County Community Services Agency (The “Administering Agency”) an established social service agency as a governmental entity in the State of Texas.

**Purpose of Agreement:**

Under this Agreement the Administering Agency and the REPs shall implement the program known as “Neighbor-to-Neighbor,” under which the REPs will provide funding in their respective areas of operation to be used by the Administering Agencies for payment of the Electric Home Energy Expenses, as defined below, of needy people experiencing an energy emergency or crisis. The Parties, in consideration of the promises and commitments found herein, agree as follows:

**I. Program Established**

A. The Neighbor-to-Neighbor Program (hereinafter referred to as the “Program”) is hereby intended to help needy people experiencing an energy emergency or crisis pay their Electric Home Energy Expenses. The REPs shall supply funding for the program in their respective areas of operation as described in Article II herein. The Administering Agency shall, subject to the terms of this Agreement, utilize these funds to aid needy people in paying their

Electric Home Energy Expenses and shall coordinate the Program with the Low Income Home Energy Assistance Program (LIHEAP).

B. "Electric Home Energy Expenses" shall mean any debt incurred by the Recipient for the consumption of electric energy used (including consumption prepaid by the Recipient) in the lighting, appliance usage and cooling/heating of the primary residence of the Recipient.

## **II. Program Funding**

The REPs shall provide annual funding for the Program pursuant to the following terms. The funding amount shall be determined annually at the REP's sole discretion, with funds allocated to the administering agencies in two bi-annual disbursements. The first disbursement shall occur no later than February 28<sup>th</sup> of each calendar year and the second disbursement shall occur no later than July 31<sup>st</sup> of each calendar year.

## **III. Recipients**

A. A Recipient is any individual who receives assistance as contemplated by this Agreement. There can be only one Recipient for each household. In order to qualify as a Recipient, an individual must meet all of the following conditions at the time he or she receives this assistance.

1. The individual must be receiving residential electric service from CPL Retail Energy, LP, WTU Retail Energy, LP, First Choice Power, LP, New Leaf Energy or Direct Energy, LP at the residence from which the subject Electric Home Energy Expenses arise.
2. The individual must reside at the service address and be responsible for the Electric Home Energy Expenses to be paid.

3. The individual must meet the income eligibility criteria based on household income not to exceed 200% of the federal poverty guideline limit, and/or eligibility previously discussed with Agency by REP's program coordinator attached to this program agreement.

B. The Administering Agency shall select Recipients from those qualifying individuals seeking assistance in its sole discretion, but the REPs may, from time to time, refer special cases for consideration for assistance from the Program. The Administering Agency shall give due consideration to any such special cases, but shall nonetheless retain the ultimate authority in selecting Recipients.

#### **IV. Use of Funds**

A. All funds forwarded to the Administering Agency, subject to the administrative fee discussed in Article VII, shall be used by the Administering Agency in accordance with this Agreement to help Recipients pay their Electric Home Energy Expenses.

B. No Program funds may be used for utility deposits.

C. A Recipient can receive assistance from the Program of no more than \$600, in any calendar year. Assistance provided may not exceed the actual Electric Home Energy Expenses due at the time Assistance is provided; or the estimated monthly Electric Home Energy Expenses at the time Assistance is provided.

D. Except to the extent specified in this Agreement, the REPs shall have no power or authority to direct the Administering Agency in the management or control of the Program.

#### **V. Reports**

The Administering Agency shall submit to each REP monthly reports, reflecting the total receipts and disbursements of Program funds, the identity, location and address of each person helped by the Program, and the amount of assistance received. The Administering Agency shall submit each monthly report to CPL Retail Energy, WTU Retail Energy, First Choice Power, New Leaf Energy or Direct Energy, as appropriate, within 10 calendar days of the end of the month being reported. Such information and reports shall be available for audit verification by the REPs or their designated agents, at their individual expense. The Administering Agency agrees to maintain all records necessary to permit the REPs to verify the accuracy of such reports and information for a minimum of two years. The Administering Agency's obligation to maintain records shall survive termination of this Agreement.

## **VI. Term of Agreement**

A. This Agreement shall become effective on January 1<sup>st</sup>, 2014, and shall continue in effect for an initial term through December 31<sup>st</sup>, 2014, and may be renewed annually each January with the signatures of both parties. The Administering Agency may terminate this Agreement at anytime by delivering written notice of termination to the REPs at least thirty (30) days prior to the effective date of termination. The REPs may terminate this Agreement with the consent of the Administering Agency or for failure of the Administering Agency to meet the terms and conditions of this Agreement, by delivering written notice of termination to the Administering Agency at least thirty (30) days prior to the effective date of termination.

B. Upon termination of this Agreement, the Administering Agency agrees to return, within sixty calendar days, any balance of funds in the Program to the REPs for distribution.

## **VII. Administrative Fees**

The administrative fee retained by the Administering Agency is intended to cover only Program costs. Program costs include costs directly related to Program outreach, application processing, accounting, reporting and other Program activities. To defray the cost of the Administering Agency's duties and responsibilities for outreach, application processing, accounting, reporting and other related program administration activities, the Administering Agency shall be entitled to retain up to 10% of the total annual funding provided under this Agreement.

### **VIII. Contractor Performance**

A. The Administering Agency shall, on an equitable basis throughout its service area, disburse funds for the Program. The Administering Agency shall operate the Program consistent with this Agreement in conformance with applicable accounting and reporting standards.

B. The Administering Agency agrees to use diligent, good faith efforts to fully distribute all funds less the administrative fee for the benefit of Recipient households on an annual basis.

C. The failure of the Administering Agency to distribute at least 85% of the total available funds for a given calendar year shall entitle the REPs to terminate this Agreement in the manner set forth below:

1. The REPs will suspend annual funding from agencies that fail to distribute at least 85% of the total available funds in a given calendar year.
2. Agencies with suspended funding will undergo a probation period of 6 months (or until the next allocation of funds), after which the REPs will evaluate its progress and determine its eligibility for additional funds.

3. Agencies that have not utilized at least 85% of their funds in a given calendar year will have their annual funding suspended and be required to return the remaining balance to the REPs within sixty calendar days.

D. The failure of the Administering Agency to submit timely monthly reports shall entitle the REPs to terminate this Agreement in the manner set forth above.

**IX. Miscellaneous**

A. Any notices to be given by either Party shall be in writing and shall be sent by certified or registered mail. Addresses for notice are as follows:

Tara Norris Agency Outreach Coordinator  Direct Energy, LP 6502 S Yale Ave Tulsa, OK 74136  Attention: Neighbor-to-Neighbor Program	Administering Agency  Hidalgo County Db., County of Hidalgo Community Service Agency 2524 N Closner Edinburg, TX 78540  Attention: Neighbor-to-Neighbor Program
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B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. This Agreement can be modified or amended only by an agreement in writing executed by the authorized representatives of all Parties.

D. This Agreement will supersede and replace any previous agreements between the Parties related to the Program.

E. This Agreement may be executed by facsimile signature and in any number of counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of this 7<sup>th</sup> day of January, 2014.

Direct Energy, LP by its general partner

Direct Energy GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

CPL Retail Energy, LP by its general partner,

Centrica Holdco GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

WTU Retail Energy, LP by its general

partner Centrica Holdco GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

First Choice Power, LP by its general partner,

First Choice Power GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

Direct Energy, LP d/b/a New Leaf Energy by  
its general partner Direct Energy GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

Hidalgo County Community Services Agency

By:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Fwd: Legal Review

**From:** Monica Badillo <monica.badillo@co.hidalgo.tx.us>  
**To:** mnsaenz@csa-hidalgo.us  
**Priority:** Normal  
**Date:** 01-15-2014 11:07 AM

----- Forwarded Message -----

**From:** "Steve Crain" <scrain@atlashall.com>  
**To:** "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>  
**Sent:** Wednesday, January 15, 2014 11:05:03 AM  
**Subject:** RE: Legal Review

The contract is fine.

**From:** Monica Badillo [<mailto:monica.badillo@co.hidalgo.tx.us>]  
**Sent:** Wednesday, January 15, 2014 9:22 AM  
**To:** Steve Crain  
**Subject:** Fwd: Legal Review

Please review

----- Forwarded Message -----

**From:** mnsaenz@csa-hidalgo.us  
**To:** "Monica Badillo, Commissioners' Court Administrator" <monica.badillo@co.hidalgo.tx.us >  
**Sent:** Wednesday, January 15, 2014 8:39:39 AM  
**Subject:** Fwd: Legal Review

I forgot to attach the contract...Sorry!

----- Original Message -----

From: " mnsaenz@csa-hidalgo.us " < mnsaenz@csa-hidalgo.us >

To: "Monica Badillo, Commissioners' Court Administrator" < monica.badillo@co.hidalgo.tx.us >

Date: January 15, 2014 at 8:36 AM

Subject: Legal Review

Hello Monica, I have attached the 2014 CSBG Contract for legal review. May I proceed to place on the agenda pending his review?....Please advise

Maribel Navarro-Saenz  
Executive Director  
County of Hidalgo Community Service Agency  
P.O. Box 204/2524 N. Closner  
Edinburg, Texas 78539  
ADM: (956) 383-6250 x: 12  
FAX: (956) 380-4324  
e-mail:mnsaenz@csa-hidalgo.us

Maribel Navarro-Saenz  
Executive Director  
County of Hidalgo Community Service Agency  
P.O. Box 204/2524 N. Closner  
Edinburg, Texas 78539  
ADM: (956) 383-6250 x: 12  
FAX: (956) 380-4324  
e-mail:mnsaenz@csa-hidalgo.us

<b>Part_2.html</b>	<b>Content-Type:</b> text/html <b>Size:</b> 5.89 KB
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## Fwd: Legal Review for 2014 NTN

**From:** Monica Badillo <monica.badillo@co.hidalgo.tx.us>  
**To:** mnsaenz@csa-hidalgo.us  
**Priority:** Normal  
**Date:** 01-15-2014 11:06 AM

----- Forwarded Message -----

From: "Steve Crain" <scrain@atlashall.com>  
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>  
Sent: Wednesday, January 15, 2014 10:59:31 AM  
Subject: RE: Legal Review for 2014 NTN

The agreement is fine.

From: Monica Badillo [<mailto:monica.badillo@co.hidalgo.tx.us>]  
Sent: Wednesday, January 15, 2014 9:22 AM  
To: Steve Crain  
Subject: Fwd: Legal Review for 2014 NTN

Please review.

----- Forwarded Message -----

From: mnsaenz@csa-hidalgo.us  
To: "Monica Badillo, Commissioners' Court Administrator" <monica.badillo@co.hidalgo.tx.us >  
Sent: Wednesday, January 15, 2014 9:06:32 AM  
Subject: Legal Review for 2014 NTN

Also requiring legal review for agenda placement is the 2014 NTN [Neighbor to Neighbor] Agreement.

Maribel Navarro-Saenz  
Executive Director  
County of Hidalgo Community Service Agency  
P.O. Box 204/2524 N. Closner  
Edinburg, Texas 78539  
ADM: (956) 383-6250 x: 12  
FAX: (956) 380-4324  
e-mail:mnsaenz@csa-hidalgo.us

<b>Part_2.html</b>	<b>Content-Type:</b> text/html <b>Size:</b> 4.36 KB
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AI-42787

HIDTA - Task Force 13. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Rene Guerra, Criminal District Attorney Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

**Information**

**CAPTION**

Approval to process Video Sound & Lights invoices (Invoice#13-1253 for \$245.00 and invoice#13-1251 for \$110.00) as claims with authority for the County Treasurer to issue the \$355.00 payment/check after auditing procedures are completed by County Auditor's Office.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 3-1252-412-00-270-012-0-432

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

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

**BUDGETARY IMPACT:**

Funds available as of 1/23/2014.

**Attachments**

**Invoices**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/22/2014 04:03 PM
Obdett Calzada	Obdett Calzada	01/23/2014 03:22 PM
Auditor's Office	Obdett Calzada	01/23/2014 03:43 PM
Obdett Calzada	Obdett Calzada	01/23/2014 03:44 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Nelda Olivarez		Started On: 01/22/2014 02:13 PM
	Final Approval Date: 01/24/2014	

# VIDEO SOUND & LIGHTS

3716 S. US HWY. 281  
EDINBURG, TX 78539  
956-383-6855 956-380-1513

# INVOICE

Date	Invoice #
12/23/2013	13-1251

Service Date	8/28/2013
--------------	-----------

HIDTA Task Force  
Attn. CHRIS  
Fax 381-0444

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
302tlm		FX35		001768	

Quantity	Item Code	Description	Price Each	Amount
1	TAR-16	REMOVE FUSE PANEL	5.00	5.00T
2	TAR-32	REMOVE RADIO ANTENNA DISGUISE	35.00	70.00T
1	TAR-35	REMOVE REAR MOUNT RADIO	35.00	35.00T
		Out-of-state sale, exempt from sales tax	0.00%	0.00

WALDO COUNTY  
HIDTA TASK FORCE

(1) [Signature] DATE: 1/22/14  
GOODS/SERVICES RECEIVED BY

(2) [Signature] DATE: 1/22/14  
INVOICE RECEIVED BY:

(3) \_\_\_\_\_ DATE: \_\_\_\_\_  
APPROVE / DEPT HEAD

3122-412-027-02-0432 PO# \_\_\_\_\_  
ACCOUNT NO.

\_\_\_\_\_  
ACCOUNT NO. PO# \_\_\_\_\_

\_\_\_\_\_  
ACCOUNT NO. PO# \_\_\_\_\_

**Total** \$110.00

# VIDEO SOUND & LIGHTS

3716 S. US HWY. 281  
EDINBURG, TX 78539  
956-383-6855 956-380-1513

## INVOICE

Date	Invoice #
12/23/2013	13-1253

Service Date	8/13/2013
--------------	-----------

HIDTA Task Force  
Attn. CHRIS  
Fax 381-0444

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #	
ccf-7320				8985		
Quantity	Item Code	Description			Price Each	Amount
1	TAI-20	INSTALL FUSE PANEL			35.00	35.00
1	TAI-24	INSTALL HALOGEN OR LED LIGHT INSERTS BY PAIRS FRONT OR BACK (TO INCLUDE FLASHER AND INTERFACE WITH SWITCH PANEL)			30.00	30.00
1	TAI-48	INSTALL MOUNT SIREN			45.00	45.00
1	TAI-56	INSTALL SIREN SPEAKER			30.00	30.00
1	TAI-68	INSTALL SWITCH PANEL			45.00	45.00
1	TAI-43	INSTALL RADIO ANTENNA DISGUISE			60.00	60.00
		Out-of-state sale, exempt from sales tax			0.00%	0.00
<p>HIDALGO COUNTY HIDTA TASK FORCE</p> <p>(1) <u>[Signature]</u> DATE: <u>1/22/14</u> GOODS/SERVICES RECEIVED BY</p> <p>(2) <u>[Signature]</u> DATE: <u>1/22/14</u> INVOICE RECEIVED BY:</p> <p>(3) <u>[Signature]</u> DATE: _____ APPROVE / DEPT HEAD</p> <p><u>3-1253-413-0070-030-432</u> PO# _____ ACCOUNT NO. PO# _____ ACCOUNT NO. PO# _____ ACCOUNT NO. PO# _____</p>						
<b>Total</b>					<b>\$245.00</b>	



AI-42676

Urban County 14. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Monica Leal

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

**Information**

**CAPTION**

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner’s Court of at least three (3) professional engineering firms from the county’s approved “pool” as graded and evaluated by the City of Edcouch, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) City of Edcouch – Street Improvements funds.

Professional Service Firm	Grade	Ranked
Fulcrum Consulting Services	94.33%	
HALFF Associates, Inc.	93.33%	
R. Gutierrez Engineering Corporation	91.33%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm for a Urban County Program Year 26 (2013) City of Edcouch - Street Improvements project.

**BACKGROUND**

The three professional engineering firms rated from the county’s approved “pool” are: (1) Fulcrum Consulting Services (2) HALFF Associates, Inc., and (3) R. Gutierrez Engineering Corporation for the City of Edcouch – Street Improvements project.

Funds Available: \$275,000.00 YR 26 (2013) Street Improvements

**Attachments**

**Agenda Backup**

**Form Review**

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/15/2014 02:47 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Mary Flores		Started On: 01/14/2014 04:37 PM
	Final Approval Date: 01/24/2014	

**City of Edcouch  
Professional Engineering Services  
Street Improvements Project  
Years 26 (2013)  
Grading-Ranking Grid**

Criteria	Fulcrum Consulting Services			HALFF Associates, Inc.			R. Gutierrez Engineering Corporation		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	20	20	20	20	20	20	20
Experience of Project Team/Ability to Commit Resources	23	25	19	23	25	22	23	20	23
Methodology/Experience/Availability of Project manager	18	20	14	15	20	20	15	19	16
Understanding of Project/Similar Projects	25	24	25	20	23	25	19	24	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	7	10	10	10	10
<b>TOTALS</b>	96	99	88	88	95	97	87	93	94
<b>AVERAGES</b>	283÷3=94.33%			280÷3=93.33%			274÷3=91.33%		
<b>RATING</b>	1			2			3		

**EVALUATION CRITERIA  
PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ No. 2013-002-12-05-YZV**

DEC - 9 2013

*DK*

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	8
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Need to identify more composition, leadership, and reporting responsibilities.</i>		<b>TOTAL 23</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Firm lacked approach to the methodology and management for project.</i>		<b>TOTAL 18</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		<b>TOTAL 25</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		<b>TOTAL 10</b>
<b>Total Score</b>		<b>96</b>

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: Danny Guzman Department: \_\_\_\_\_

Project Name: City of Edcouch - 2013 Street Improvements Date: 12/6/13

**EVALUATION CRITERIA  
PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ No. 2013-002-12-05-YZV**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team</b> (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
<b>2. Experience of Project Team/Ability to Commit Resources</b> (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 25
<b>3. Methodology/Experience/Availability of Project Manager</b> (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100% involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
<b>4. Understanding of Project/Similar Projects</b> (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>Meets all criteria, but can improve in organization of information</i>		TOTAL 24
<b>5. Familiarity with Applicable Rules and Regulations</b> (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 10
<b>Total Score</b>		<b>99</b>

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: ANTONIO BARCO Department: Urban County Program

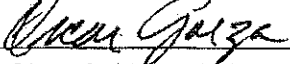
Project Name: 2013 Street Improvements

Date: 1/13/14

**EVALUATION CRITERIA  
PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ No. 2013-002-12-05-YZV**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria, information of team provided		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ Designate engineering staff members in an appendix form	5	3
➤ Identifying the project composition, project leadership, reporting responsibilities	10	8
➤ Experience of engineering staff to completely and efficiently perform the work.	10	8
Comments/Rationale For Points: No appendix included		<b>TOTAL 19</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Not clear with involvement; appendix not included		<b>TOTAL 14</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		<b>TOTAL 25</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		<b>TOTAL 10</b>
<b>Total Score</b>		<b>88</b>

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator:  Department: Purchasing Dept

Project Name: City of Edcouch Street Improvements Date: December 16, 2013

**EVALUATION CRITERIA  
PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ No. 2013-002-12-05-YZV**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>meets all criteria</i>		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	8
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Concern on reporting responsibilities.</i>		<b>TOTAL 23</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	2
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: <i>Firm lacked approach to the methodology and management to the scope of services for project. Did not identify percentage of involvement.</i>		<b>TOTAL 15</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	2
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>As per references, concerns on completing projects on a timely manner.</i>		<b>TOTAL 20</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		<b>TOTAL 10</b>
<b>Total Score</b>		<b>88</b>

Firm/Participant's Name: HALFF  
 Evaluator: Danny Guzman Department: \_\_\_\_\_  
 Project Name: City of Edcouch - 2013 Street Improvements Date: 12/6/13

**EVALUATION CRITERIA  
PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ No. 2013-002-12-05-YZV**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
> Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
> Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
> Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
> Designate engineering staff members in an appendix form	5	5
> Identifying the project composition, project leadership, reporting responsibilities	10	10
> Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 25
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
> Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
> Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
> Project Manager must have five (5) types of projects plus be 85-100% involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
> Demonstrate and understanding of the scope of services	5	5
> Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
> Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
> RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
> Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>Meets most criteria but must address appropriate rules &amp; regulations</i>		TOTAL 23
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
> Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
> Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: <i>Must address appropriate rules &amp; Regs. AND narrative</i>		TOTAL 7
<b>Total Score</b>		<b>95</b>

Firm/Participant's Name: Halff Associates, Inc.

Evaluator: Antonio Bouca Department: Urban County Program

Project Name: 2013 Street Improvements

Date: 1/13/14

**EVALUATION CRITERIA  
PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ No. 2013-002-12-05-YZV**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <b>Meets Criteria as requested</b>		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ Designate engineering staff members in an appendix form	5	2
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <b>No appendix entry as requested, good references on staff certification &amp; reporting responsibilities</b>		<b>TOTAL 22</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: <b>Meets Criteria</b>		<b>TOTAL 20</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <b>Meets Criteria</b>		<b>TOTAL 25</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <b>Meets Criteria</b>		<b>TOTAL 10</b>
<b>Total Score</b>		<b>97</b>

Firm/Participant's Name: Half & Associates, Inc.

Evaluator: *Daniel Garza* Department: UCP

Project Name: Edcouch 2013 Street Imp. Date: December 16, 2013



**EVALUATION CRITERIA  
PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ No. 2013-002-12-05-YZV**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>meets all criteria</i>		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	8
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Did not properly identify reporting responsibilities.</i>		<b>TOTAL 23</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: <i>Did not identify if Project Manager has five types of projects and percentage of involvement.</i>		<b>TOTAL 15</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	3
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	2
Comments/Rationale For Points: <i>Concern on previous projects not being completed on time.</i>		<b>TOTAL 19</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>meets all criteria</i>		<b>TOTAL 10</b>
<b>Total Score</b>		<b>87</b>

Firm/Participant's Name: R. Gutierrez Engineering Corporation  
 Evaluator: Danny Guzman Department: \_\_\_\_\_  
 Project Name: City of Edcouch - 2013 Street Improvements Date: 12/6/13

**EVALUATION CRITERIA  
PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ No. 2013-002-12-05-YZV**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team</b> (20 pts maximum)		
> Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
> Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
> Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources</b> (25 pts maximum)		
> Designate engineering staff members in an appendix form	5	5
> Identifying the project composition, project leadership, reporting responsibilities	10	10
> Experience of engineering staff to completely and efficiently perform the work.	10	5
Comments/Rationale For Points: <i>Meets MOST criteria, but need to improve in responding to administrative requirements</i>		<b>TOTAL 20</b>
<b>3. Methodology/Experience/Availability of Project Manager</b> (20 pts maximum)		
> Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
> Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
> Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Meets most criteria, but need to improve on management of projects</i>		<b>TOTAL 19</b>
<b>4. Understanding of Project/Similar Projects</b> (25 pts maximum)		
> Demonstrate and understanding of the scope of services	5	5
> Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
> Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
> RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
> Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>Meets most criteria, but need to improve on RFQ responsiveness</i>		<b>TOTAL 24</b>
<b>5. Familiarity with Applicable Rules and Regulations</b> (10 pts maximum)		
> Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
> Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		<b>TOTAL 10</b>
<b>Total Score</b>		<b>93</b>

Firm/Participant's Name: R. Gutierrez Engineering Corporation

Evaluator: Antonio Zarco Department: Urban County Program

Project Name: 2013 Street Improvements

Date: 1/13/14

**EVALUATION CRITERIA  
PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ No. 2013-002-12-05-YZV**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <b>Meets Criteria, information of team provided</b>		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ Designate engineering staff members in an appendix form	5	3
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <b>No appendix included; meets criteria with composition &amp; reporting responsibilities</b>		<b>TOTAL 23</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: <b>appendix not included</b>		<b>TOTAL 16</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness: Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <b>Meets Criteria</b>		<b>TOTAL 25</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <b>Meets Criteria</b>		<b>TOTAL 10</b>
<b>Total Score</b>		<b>94</b>

Firm/Participant's Name: R. Gutierrez Engineering

Evaluator: *Ornel Garcia* Department: Purchasing Dept

Project Name: City of Edcouch Street Improvements Date: December 16, 2013

AI-42748

Urban County 14. B.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Lupita Garcia

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

**Information**

**CAPTION**

The Urban County Program on behalf of Hidalgo County Precinct No. 4, is requesting consideration and action to award and enter into a construction contract with CAS Companies, LP for a Parks, Recreational Improvements project in the amount of \$780,382.50, utilizing funds from the UCP Year 21, 23, 24, 25 & 26 (2008, 2010, 2011, 2012 & 2013) Parks, Recreational Facility Improvements line item and Precinct No. 4 County Park funds from line item : 4-1100-452-00-124-0009-0-890.

**BACKGROUND**

The bid opening was held on December 11, 2013 and the lowest responsible bidder meeting all specifications and/or requirements was CAS Companies. The project involves the complete development of Sunflower Park located within Precinct No. 4. Please see attached letter of recommendation by the project architects, Precinct's recommendation letter and contractor's general liability insurance. Project architectural firm is Mata Garcia Architects, LLP. In order to satisfy the contract amount UCP will be paying \$710,439.70 out of UCP Precinct No. 4 Parks, Recreational Facility Improvements line item and the additional funding in the amount of \$69,942.80 will be allocated from Hidalgo County Precinct No. 4 Park line item # 4-1100-452-00-124-0009-0-890 and paid directly to contract at the time of request.

Contractor: CAS COMPANIES, LP

Contract Amount: \$780,382.50

Available Funds: \$ 6,672.51 2008 PARKS, RECREATIONAL FACILITY IMPROVEMENTS

\$ 198,659.50 2010-PARKS, RECREATIONAL FACILITY IMPROVEMENTS

\$ 123,277.03 2011-PARKS, RECREATIONAL FACILITY IMPROVEMENTS

\$ 251,255.66 2012-PARKS, RECREATIONAL FACILITY IMPROVEMENTS

\$ 131,075.00 2013-PARKS, RECREATIONAL FACILITY IMPROVEMENTS

\$ 710,439.70 UCP- TOTAL AVAILABLE

\$ 69,942.80 PRECINCT NO. 4- PARKS, RECREATIONAL

FACILITY LINE

ITEM NO. 4-1100-452-00-124-009-0-890

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**Attachments**

**Agenda Backup**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/17/2014 04:42 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Mary Flores		Started On: 01/17/2014 03:59 PM
	Final Approval Date: 01/24/2014	

# COUNTY *of* HIDALGO

**JOSEPH PALACIOS**

1051 N. DOOLITTLE RD.  
EDINBURG, TEXAS 78542  
OFFICE: (956) 383-3112  
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

January 16, 2014

Mrs. Diana Serna, Director  
Hidalgo Urban County Program  
427 E. Duranta Avenue, Suite 107  
Alamo, Texas 78516

REF: Urban County Program  
**Sunflower Park**

Dear Ms. Serna,

Please be advised that after review of the bid proposals for the above mentioned project I concur with the recommendation of the project architect firm, Mata & Garcia Architects, LLP, to award to the lowest bidder, CAS Companies, in the total amount of \$780,382.50. See attached.

The budget for this project through Urban County is \$710,939.70; in order to cover the shortfall Precinct 4 will be funding the difference of \$69,942.8. The account that we will be using to fund the difference is 4-1100-452-00-124-009-0-890.

In order, to complete Phase I of Sunflower Park, Precinct 4 will additionally fund and provide labor and equipment for Alternate No. 1, walking trails & parking lot; as well as Alternate No. 2, soccer goals, nets, and purchase solar lights.

Lastly, we are rejecting Alternate No. 4, Fitness Stations, because this has already been purchased through the Buy Board utilizing CDBG funds.

Please place on the next available Commissioners' Court meeting for approval.

*Should you have any questions or require additional information, please feel free to contact me at 383-3112.*

*Sincerely,*

A handwritten signature in black ink that reads "Joseph Palacios" with a stylized flourish at the end.

*Joseph Palacios  
Hidalgo County Precinct 4 Commissioner*

# Mata + Garcia Architects LLP

Unexpected Solutions | Unmatched Service | Unforgettable Experience

December 19, 2013

Mr. Joseph Palacios  
Commissioner Precinct 4  
County of Hidalgo  
1051 North Doolittle Road  
Edinburg, Texas 78542

Re: Sunflower Park Bid Package Recommendation

Commissioner Palacios:

After reviewing the project budget and the bid packets received, we recommend the following items be accepted for the Urban County Program funding grant:

CAS Companies:

Accept: Base Bid:	Pavilion and Restrooms	\$532,910.00
Reject: Alternate No.1	Walking Trails & Parking Lot	Pct. 4
Reject: Alternate No.2	Soccer Goals and Nets	Pct. 4
Accept: Alternate No.3	Chain Link Fencing	\$ 65,863.60
Reject: Alternate No.4	Fitness Stations	Pct. 4
Accept: Alternate No.5	Picnic Shelters / Picnic Tables	\$ 51,906.80
Accept: Alternate No.6	Sanitary Sewer Off-site Work	\$129,702.10 (Pct. 4)
Total		\$780,382.50

If we can be of further assistance feel free to call.

Thank you!



Hector Rene Garcia  
Architect / Partner



Hidalgo County Purchasing Department Bid Tabulation Sheet  
Hidalgo County Precinct No. 4 – Parks, Recreational Facility Improvements – Sunflower Park  
December 11, 2013, 9:30 a.m.

General Contractor	Base Bid: Pavilion, Restrooms Civil Grading	Alternate No. 1 Walking Trails, Parking Lot	Alternate No. 2 Soccer Goals and Nets	Alternate No. 3 Chain Link Fencing	Alternate No. 4 Fitness Stations	Alternate No. 5 Picnic Shelters and Picnic Tables	Alternate No. 6 All Other Civil Engineering Work	Total:	Addendum	Bid Bond
CAS Companies	\$532,910.00	\$231,344.08	\$ 8,575.60	\$65,863.60	\$ 9,350.00	\$51,906.90	\$129,702.10	\$1,029,652.18	1 & 2	X
NM Contracting	\$601,000.00	\$224,000.00	\$ 8,200.00	\$60,770.00	\$15,000.00	\$19,500.00	\$122,500.00	\$1,050,970.00	1 & 2	X
Valley American	\$544,800.00	\$272,186.00	\$83,800.00	\$68,800.00	\$12,800.00	\$36,800.00	\$191,978.50	\$1,211,164.50	1 & 2	X
GP7 Construction	\$710,000.00	\$ 68,500.00	\$35,000.00	\$75,000.00	\$76,420.00	\$30,000.00	\$267,531.00	\$1,262,451.00	1 & 2	X
Holchmont Construction	\$746,000.00	\$244,845.40	\$ 8,750.00	\$65,863.60	\$32,200.00	\$30,760.00	\$143,970.00	\$1,272,389.00	1 & 2	X
J. Closer & Sons	\$690,000.00	\$228,480.00	\$13,800.00	\$60,777.50	\$ 9,350.00	\$48,300.00	\$225,578.00	\$1,276,285.50	Purchasing to verify	X
Highmark Construction	\$1,040,000.00	\$100,000.00	\$ 5,000.00	\$65,000.00	\$ 8,000.00	\$40,000.00	\$200,000.00	\$1,458,000.00	1 & 2	X



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/09/2014

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	THE WYATT AGENCY 1300 11TH STREET SUITE 305-E HUNTSVILLE, TX 77340	CONTACT NAME	SHAWN WYATT		
		PHONE (Ac, No, Ext)	936-291-3074	FAX (Ac, No)	936-291-1217
		E-MAIL ADDRESS	ARGO1@SBCGLOBAL.NET		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: ARCH SPECIALTY INSURANCE COMPANY			
INSURED	CAS COMPANIES, LP DBA SOUTH TEXAS CONTROLS 1306 FM 1092 STE. 304 MISSOURI CITY, TX 77459	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 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ASBESTOS/LEAD/MOLD <input checked="" type="checkbox"/> POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			12EMP43680-08	9/6/13	9/6/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			12 EMX 72098 01	9/6/13	9/6/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				\$1,000,000 OCCURRENCE \$2,000,000 AGGREGATE
A	PROFESSIONAL LIABILITY CLAIMS-MADE			12EMP43680-08	9/6/13	9/6/14	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION ON ALL POLICIES IS PROVIDED PER POLICY LANGUAGE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY URBAN COUNTY PROGRAM 427 E. DURANTA AVE., STE. 107 ALAMO, TX 78516	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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Client#: 22828

CASCO2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/09/2014

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: Insurance Assoc. of the S.W., LLC
INSURED: CAS Companies, LP
CONTACT NAME: Kristin McCaughey
PHONE: 281 558-6363
FAX: 2815584765
E-MAIL ADDRESS: kristinm@ins-las.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Texas Mutual Insurance Com, INSURER B: Republic Underwriters Ins

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Attachments:

- Certificate holder notice Revised.pdf
CAR053-0311 EFF 2013.pdf
WC420304A Eff 2012.pdf
RE: Hidalgo County Urban County Program - Hidalgo County Pct #4 Sunflower Park

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Urban County Program
427 E Duranta Ave., Ste. 107
Alamo, TX 78516
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

[Signature]

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**CONSTRUCTION  
CONTRACT**

This Agreement entered into this **28<sup>st</sup> day of January, 2014** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **CAS Companies, LP (a Partnership)** of **Missouri City**, State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**PROJECT NAME:** Precinct No. 4- Parks, Recreational Facility Improvements  
**PROJECT No.:** 5012-591-0306-5000-9400 UCP-GVG  
**PROJECT DESCRIPTION:** Sunflower Park Project

Heinafter called the project, for the sum of **(\$780,382.50) –Seven hundred eighty thousand, three hundred eighty-two dollars and fifty cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Mata Garcia Architects, LLP.**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **(\$500.00) Five hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.



AI-42730

Urban County 14. C.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Irma Garza

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

**Information**

**CAPTION**

The Urban County Program is requesting that the County of Hidalgo submit payment to HUD for the amount of 133.92 on behalf of Hidalgo County Precinct # 2. The amount 133.92 was drawn on 10/18/2006 for the advertisement of a Street Improvement activity in the floodplain which was subsequently cancelled. HUD is now requesting reimbursement due to cancellation.

**BACKGROUND**

The Urban County Program needs to submit reimbursement to HUD from non-entitlement funds in the amount of 133.92 due to cancellation of the street activity along north & south "I" road. Construction improvements with Pct. 2 funds.

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 4-1200-431-00-122-006-0-540

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

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

**BUDGETARY IMPACT:**

**Attachments**

Agenda Backup

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/17/2014 10:00 AM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Mary Flores		Started On: 01/17/2014 09:15 AM
	Final Approval Date: 01/24/2014	

Zimbra

irma.garza@co.hidalgo.tx.us

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**RE: Guidance on Cancellation of CDBG activities with Draws**

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**From :** David Rios <David.Rios@hud.gov> Wed, Dec 11, 2013 03:00 PM  
**Subject :** RE: Guidance on Cancellation of CDBG activities with Draws 1 attachment  
**To :** 'Irma Garza' <irma.garza@co.hidalgo.tx.us>  
**Cc :** 'Tony Barco (antonio.barco@co.hidalgo.tx.us)' <antonio.barco@co.hidalgo.tx.us>, 'Diana R. Serna (diana.serna@co.hidalgo.tx.us)' <diana.serna@co.hidalgo.tx.us>

Irma, I have a meeting with Diana tomorrow to discuss the \$133.00. I would hold off anything until after our meeting.

**David Rios**  
**Department of Housing and Urban Development**  
**H.F. Garcia Federal Bldg/U.S. Courthouse**  
**615 E. Houston Street, Suite 347**  
**San Antonio, Texas 78205**  
**PH: 210-475-6800, X2314**  
**Fax: 210-472-6825**  
**Email: david.rios@hud.gov**

---

**From:** Irma Garza [mailto:irma.garza@co.hidalgo.tx.us]  
**Sent:** Wednesday, December 11, 2013 1:45 PM  
**To:** Rios, David  
**Cc:** Tony Barco (antonio.barco@co.hidalgo.tx.us); Diana R. Serna (diana.serna@co.hidalgo.tx.us)  
**Subject:** Re: Guidance on Cancellation of CDBG activities with Draws

Thanks David, we will present a copy of this email to the County so that they can pay on behalf of the precinct, since the precinct falls under the County!  
Have a great day!

**Irma Garza**  
Hidalgo County Urban County Program  
3304 W. Alberta Rd  
Edinburg, Texas 78539  
956-787-8127 Office




---

**From:** "David Rios" <[David.Rios@hud.gov](mailto:David.Rios@hud.gov)>  
**To:** "Irma Garza" <[irma.garza@co.hidalgo.tx.us](mailto:irma.garza@co.hidalgo.tx.us)>  
**Cc:** "Tony Barco ([antonio.barco@co.hidalgo.tx.us](mailto:antonio.barco@co.hidalgo.tx.us))" <[antonio.barco@co.hidalgo.tx.us](mailto:antonio.barco@co.hidalgo.tx.us)>, "Diana R. Serna ([diana.serna@co.hidalgo.tx.us](mailto:diana.serna@co.hidalgo.tx.us))" <[diana.serna@co.hidalgo.tx.us](mailto:diana.serna@co.hidalgo.tx.us)>, "David Rios" <[David.Rios@hud.gov](mailto:David.Rios@hud.gov)>  
**Sent:** Wednesday, December 11, 2013 7:07:02 AM  
**Subject:** FW: Guidance on Cancellation of CDBG activities with Draws

Irma, as per your request yesterday, the below email dated July 29, 2013 states that County will need to recoup the \$133.92 from other than Federal Funds and return it to the line of Credit. It also states that preferably, the County would want to get the money from the Precinct however the County would need to retrieve from the County's general fund if it is not able to get the \$133.92 from the Precinct.

This should give you what you need. Tks.

**David Rios**  
**Department of Housing and Urban Development**  
**H.F. Garcia Federal Bldg/U.S. Courthouse**  
**615 E. Houston Street, Suite 347**  
**San Antonio, Texas 78205**  
**PH: 210-475-6800, X2314**  
**Fax: 210-472-6825**  
**Email: [david.rios@hud.gov](mailto:david.rios@hud.gov)**

*8 step - North x South 1 Rd*

---

**From:** Rios, David  
**Sent:** Monday, July 29, 2013 1:03 PM  
**To:** ([Diana.serna@ucp.co.hidalgo.tx.us](mailto:Diana.serna@ucp.co.hidalgo.tx.us))  
**Cc:** Antonio Barco; Rios, David  
**Subject:** Guidance on Cancellation of CDBG activities with Draws

Hi Diana, as per our meeting last week regarding your PR 59 report, the guidance provided in my email below for activities #7041 and #5674 below remains unchanged and will apply as written.

Justification: In our guidance letter from Yolanda Chavez, Deputy Assistant Secretary for Grant Programs, dated April 30, 2012, Subject: Interim Guidance on Resolution of Open and Cancelled CDBG Activities, these 2 activities are considered "discontinued activities". These types of activities are considered as initiated activities that later a grantee decides that it cannot or will not pursue. These type activities are discontinued before "hard costs"



associated with implementation are incurred and therefore there are no accomplishments to report. As a result, these type activities cannot be completed in IDIS under their current matrix codes, but neither can they remain cancelled with draws or remain open indefinitely in IDIS. For these types of activities a national objective must be met and therefore if the activity is not completed and there are no accomplishments it has not met a national objective. For these types of activities there are limited options for resolving this problem.

1. The grantee can reimburse its program account or line of credit with non-federal funds or

2. The grantee may re-categorize these costs as planning or general administration costs for the program year in which the costs were incurred, subject to limitations.

Unfortunately, at this time, one of the limitations is that permission to re-categorize these costs from activity delivery to general administration is limited to resolution of issues with activities identified in the October 2011 OIG CDBG Audit. These activities were not identified in the OIG audit and therefore this option is not available.

So the County will need to recoup the \$133.92 from other than Federal Funds and return it to the line of Credit. Preferably, the County would want to get the money from the Precinct however the County would need to retrieve from the County's general fund if it is not able to get the \$133.92 from the Precinct.

Let me know if you have questions. Tks.

**David Rios**  
**Department of Housing and Urban Development**  
**H.F. Garcia Federal Bldg/U.S. Courthouse**  
**615 E. Houston Street, Suite 347**  
**San Antonio, Texas 78205**  
**PH: 210-475-6800, X2314**  
**Fax: 210-472-6825**  
**Email: [david.rios@hud.gov](mailto:david.rios@hud.gov)**

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**From:** Rios, David [<mailto:David.Rios@hud.gov>]

**Sent:** Friday, July 19, 2013 2:56 PM

**To:** 'Antonio Barco'

**Cc:** 'Irma Garza' ([irma.garza@ucp.co.hidalgo.tx.us](mailto:irma.garza@ucp.co.hidalgo.tx.us)); 'Frank (francisco.martinez@ucp.co.hidalgo.tx.us)'; 'Diana.serna@ucp.co.hidalgo.tx.us'; Rios, David

**Subject:** Request to meet to Discuss Attached PR59 Report

Tony, I wanted to see if we can meet next Friday July 26 to discuss the attached PR59 Report. The report was printed about 1 hour ago so it is pretty current. I will be out of the Office next week Mon – Wed and was hoping that we could get together to discuss the activities listed in the report. Let me know what time would be a good time. I am open all day on the 26<sup>th</sup>.

I did want to provide guidance now on 2 activities listed in the report that the County is requesting to cancel. I didn't want to wait until next Friday for these so that the County can start working on them as soon as possible to cancel them. Here is the guidance for those 2 activities.

Activity #7041. Irma had submitted a request to cancel this activity which had draws totaling \$15,609.00. Guidance: I understand that the \$15,609 that was drawn for this project has been returned. You will have to take the \$15,609 and return it to the line of credit. The Returned funds will be credited to the Activity #2 as a negative draw. I spoke to Frank today about this and he knows how to do the revised vouchers to allow this activity to eventually show zero funded and zero drawn. At that point when it reflects zero will you go in and cancel the project. Please provide supporting documentation that the funds were put in the line of credit and the revised vouchers were completed.

Activity #5674. Irma had submitted a request to cancel this activity which had draws totaling \$133.92. Guidance: Same guidance will apply as Activity 7041. I also spoke to Frank today about this one.

So let me know when we can meet next Friday. Hope everyone has a great weekend. Tks.

**David Rios**  
**Department of Housing and Urban Development**  
**H.F. Garcia Federal Bldg/U.S. Courthouse**  
**615 E. Houston Street, Suite 347**  
**San Antonio, Texas 78205**  
**PH: 210-475-6800, X2314**  
**Fax: 210-472-6825**  
**Email: [david.rios@hud.gov](mailto:david.rios@hud.gov)**



**image001.jpg**  
8 KB

AI-42808

Elections Administration 15. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Amanda Valdez, ELECTIONS  
DEPT.

Department: ELECTIONS DEPT.

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**Information**

**CAPTION**

1. Appointment of the Early Voting Ballot Board for the March 4, 2014 Primary Election
2. Appointment of the Central Counting Station for the March 4, 2014 Primary Election

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact

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**Attachments**

backup

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/23/2014 01:57 PM
Manuel Chapa	Manuel Chapa	01/24/2014 11:28 AM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Amanda Valdez		Started On: 01/23/2014 11:42 AM
	Final Approval Date: 01/24/2014	



Hidalgo County Elections Department  
 March 4, 2014 Primary Election Ballot Board Selection Form

**Ballot Board Members**

**Republican Party Recommended Names:**

Alt. Judge (R) \_\_\_\_\_

1. Robert Orlando Burnam
2. Robert Komea
3. Melissa Beall ✓
4. Fred Beall
5. Dotti Egger
6. Adrienne Pena ✓
7. Janie Melendez
8. Chuck Stewart
9. C. Sheri Vassberg
10. Lorraine R. Owens
11. Deborah Avellano ✓
12. Richard Montesdecca ✓
13. Brendon Rogers
14. Nathaniel Henderson ✓
15. Cruz Quintana
16. ~~Elijah I. Casa~~ \*
17. ~~Fern McLaugherty~~ \*

1. (R) Melissa Beall
2. (R) Richard Montesdecca
3. (R) Dennis Church
4. (R) Kevin Ramsey

**Central Counting Station**

Alt. Judge (R) Deborah Avellano

1. (R) Nethaniel Henderson
2. (R) Adrienne Pena

**LEGEND**

- \* Candidate on the Primary Ballot
- \*\* Paid Political Campaign Consultant
- \*\*\* Not Affiliated with Party

**Democratic Party Recommended Names:**

1. Scott Crane ✓
2. Barbara Leestamper
3. Alexia Solis
4. Gus Martinez
5. Letty Saenz
6. Lazaro Cardenas ✓
7. Alma Vera ✓
8. ~~Oscar Juarez~~ \*\*\*
9. JP Olivan
10. ~~Kenna Giffin~~ \*
11. ~~Peter Salinas~~ \*\*
12. Aaron Alonzo ✓
13. Julio Garza, Jr. ✓
14. ~~Jordan Gonzalez~~ \*
15. Patrick Eronini
16. ~~Don Medina~~ \*\*

Additional names for consideration:

17. Yvette Alafa
18. Tito Salinas
19. Rosalinda Ramirez
20. Yolanda Saldivar
21. Rafael Soto

**Ballot Board Members**

Judge (D) \_\_\_\_\_

1. (D) Alma Vera
2. (D) Aaron Alonzo
3. (D) Julio Garza, Jr.
4. (D) Marissa Garza
5. (D) Debbie Contreras
6. (D) Juventino Rodante
7. (D) Vi Champion
8. (D) Scott Crane

**Central Counting Station**

Judge (D) Leticia Hinojosa

1. (D) Lazaro Cardenas
2. (D) \_\_\_\_\_

AI-42705

Elections Administration 15. B.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Amanda Valdez, ELECTIONS  
DEPT.

Department: ELECTIONS DEPT.

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**Information**

**CAPTION**

Discussion, consideration and approval for the Hidalgo County Elections Department to post forms online as turned in by candidates. The forms include but are not limited to:

1. Appointment of a Campaign Treasurer By A Judicial Candidate (Form JCTA)
2. Judicial Candidate/Officeholder Campaign Finance Report (Form JC/OH)
3. Appointment of A Campaign Treasurer By A Candidate (Form CTA)
4. Candidate/Officeholder Campaign Finance Report (Form C/OH)

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/16/2014 10:03 AM
Manuel Chapa	Manuel Chapa	01/17/2014 08:36 AM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Amanda Valdez		Started On: 01/15/2014 05:02 PM
	Final Approval Date: 01/24/2014	

AI-42788

Elections Administration 15. C.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Amanda Valdez, ELECTIONS  
DEPT.

Department: ELECTIONS DEPT.

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**Information**

**CAPTION**

Court action to approve the La Joya Youth Service Center to be an Early Voting substation location for the March 4, 2014 Primary Election from February 18, 2014 until February 28, 2014.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/22/2014 03:06 PM
Obdett Calzada	Obdett Calzada	01/24/2014 04:43 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Amanda Valdez		Started On: 01/22/2014 02:14 PM
	Final Approval Date: 01/24/2014	

AI-42765

Precinct #4 16. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Jesse Ozuna

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

**Information**

**CAPTION**

Right of Way:

Approval of land acquisition from Idalia I. Ruiz/Javier Garza - Alberta Drain, Parcel 8

**BACKGROUND**

Urban County Funds, General Land Office.

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** Urban County

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Urban County Funds, General Land Office.

**Attachments**

- 1
- 2
- 3
- 4

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/22/2014 02:39 PM
Obdett Calzada	Obdett Calzada	01/23/2014 02:31 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Monica Badillo		Started On: 01/21/2014
	Final Approval Date: 01/24/2014	

I, Idalia Ruiz agree with the with  
the amount offered of 14,642<sup>00</sup> for property  
with address of 5408 South tower Rd Edinburg TX 78542  
to be used for Drainage Project: Alberta Drain  
TO: Val Verde Rd.

Thank you  
Idalia Ruiz  
1/15/2014

P.S

To get a hold of Javier Barza  
956-638-6639  
I went ahead and send you another  
copy of divorce decree  
Thank you



# COUNTY of HIDALGO

**JOSEPH PALACIOS**

1051 N. DOOLITTLE RD.

EDINBURG, TEXAS 78542

OFFICE: (956) 383-3112

FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

January 9, 2014

Idalia I. Ruiz  
1999 Temple Ave.  
Unit J  
Signal Hill, CA 90755

County: Hidalgo  
GLO Project No.: 12-589-000-6887/DRS220068  
From: Tower Road

Parcel: 8  
Drainage Project: Alberta Drain  
To: Val Verde Road

CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. **7011 2000 0001 9719 1412**

To Whom It May Concern:

In acquiring property for the drainage system of Hidalgo County's Urban County Program (the "County"), the Hidalgo County Right of Way Department (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's negotiator, a portion of your property located in the project area, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced drainage project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal and appraisal review, the County is authorized to offer you **\$14,642.00** for your property which includes **\$7,115.00** for the property to be purchased and **\$6,975.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the Department to permit owners who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do

so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the real property by eminent domain.

### BREAKDOWN

Land:

0.153 Acres @ \$46,500.00 Per Acre (As Fee Simple)	\$7,115.00
--	------------

Improvement(s):

Chain Link Fence (260 LF x \$8.50/LF @ 25% Depreciation)	\$866.00
1 Tree, Large x \$600/each (unknown variety)	\$600.00
5 Palm, Queen x \$37/each	\$185.00
6 Trees, Oak x \$300/each	\$1,800.00
11 Agave x \$24/each	\$264.00
3 Mexican Nopales x \$150/each	\$450.00
7 Mexican Nopales x \$15/each	\$105.00
5 Tecoma Stans x \$120/each	\$600.00
5 Trees x \$50 (unknown variety)	\$250.00
1 Cacti x \$15/each	\$15.00
4 Palm, Washingtonia x \$150/each	\$600.00
1 Bush x \$60/each	\$60.00
Miscellaneous – Plants, Bushes, and/or Trees	\$200.00
1 Shed, Metal x \$750 (@75% Depreciation)	<u>\$188.00</u>
<b>Total Improvements</b>	<b>\$6,975.00</b>

Total Estimated Value:	\$14,090.00
Cost To Cure Damages:	\$ 552.00
<b>Total Offer:</b>	<b><u>\$14,642.00</u></b>

If you wish to accept the offer based upon this appraisal, please contact me as soon as possible, at (956) 383-3112, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is no received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchased price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred. You may file a written request for review if you believe the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard for on which to request a review of claim; however, the claim must be filed with this office within six (6) months after you are notified of the Department's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the County's brochure entitled "*Right of Way Purchase*" which we trust will give you a better understanding of the procedures followed by the Department in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided below regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights

Sincerely,



---

Jesse Ozuna  
Precinct 4 Right of Way Agent  
(956) 383-3112

**ENCLOSURES:**

Appraisal Report(s)  
Appraisal Review Report(s)  
Landowner Bill of Rights  
Brochure ("Right of Way Purchase")  
Relocation Assistance

March 6, 2013

Parcel 8

Page 1 of 4

County: Hidalgo, Texas  
Alberta Drain Phase I

Property Description  
Parcel 8

**BEING A 0.153 ACRE (6,650 S.F.) TRACT OF LAND, OUT OF THE NORTH 10 ACRES OUT OF LOT 14, BLOCK 53, OF ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, OF THE MAP RECORDS OF HIDALGO COUNTY (H.C.M.R.), TEXAS, AND BEING A PART OF THAT CERTAIN CALLED 0.95 ACRE TRACT, CONVEYED TO IDALIA IRACEMA GARZA, ET VIR, RECORDED IN DOCUMENT NO. 1467038 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, SAID 0.95 ACRE TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**COMMENCING** at a cotton picker spindle found at the northwest corner of Lot 11, Block 53 of said Alamo Land and Sugar Company Subdivision, same being at the intersection of the centerline of Tower Road (r.o.w. varies) and Alberta Road (60.0' r.o.w. width);

**THENCE**, South 08°34'04" West, along the west line of said Lot 11, the centerline of said Tower Road, a distance of 1319.91 feet to cotton picker spindle found at the northwest corner of Lot 14, Block 53, **THENCE**, South 81°26'03" East, along the north line of said Lot 14, a distance of 30.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set for the northwest corner and for the **POINT OF BEGINNING** of the herein described parcel and having grid coordinate of X=1,115,002.13, Y=16,613,154.24;

**THENCE**, South 81°26'03" East, along the common line of that certain called 5 acre tract conveyed to Juanita Trevino, recorded in Document No. 1559391 (H.C.O.R.), Texas and said subject 0.95 acre tract, a distance of 190.00 feet to a 5/8 inch iron rod with cap set on the common corner of said subject 0.95 acre tract and that certain called Lot 29, of Rincon del Valle Subdivision No. 4, as per map recorded in Volume 32, Page 122 (H.C.M.R.), Texas, conveyed to Eloy Garcia and Noe Garcia in Document No. 1032471 (H.C.O.R.), Texas, for the northeast corner of the herein described parcel;

**THENCE**, South 08°34'04" West, along the common line of said subject 0.95 acre tract and said Lot 29, a distance of 35.00 feet to a 5/8 inch iron rod with cap set, for the southeast corner of the herein described parcel;

March 6, 2013

Parcel 8

Page 2 of 4

**THENCE**, North 81°26'03" West, severing said subject 0.95 acre tract, a distance of 190.00 feet to a 5/8 inch iron rod with cap set on the east right of way of said Tower Road, for the southwest corner of the herein described parcel;

**THENCE**, North 08°34'04" East, along the east right of way line of said Tower Road, a distance of 35.00 feet to the **POINT OF BEGINNING**, of the herein described parcel, containing 0.153 acres (6,650 S.F.), more or less.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

For the subject tract is recorded in Document No. 1467038 of the Official Records of Hidalgo County, Texas.

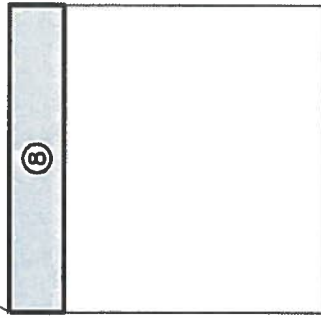
  
Juan M. Castillo, R.P.L.S. No. 6146



P.O.C. ALBERTA ROAD

1319.91' TOWER ROAD

30.00' P.O.B.



I, Juan M. Castillo, a Registered Professional Land Surveyor in the State of Texas, hereby certify the foregoing plat correctly represents the facts found on the ground on March 6, 2013, under my supervision.

*Juan M. Castillo*  
 Juan M. Castillo, R.P.L.S. # 6146

**GENERAL NOTES:**

- All bearings and coordinates are based on the State Plane Coordinate system, South Zone (4205), North American Datum, 1983 (2011 Adjustment). All distances and coordinates shown are grid and can be converted to surface by multiplying by the average combined scale factor of 1.000040.
- Indicates a 5/8" iron rod set with yellow cap stamped "DLS BNDY MRKR".
- Indicates a 1/2" iron rod found (unless otherwise noted).
- H.C.M.R. Indicates Hidalgo County Map Records
- H.C.O.R. Indicates Hidalgo County Official Records.
- H.C.D.R. indicates Hidalgo County Deed Records.
- A metes and bounds description of even date was prepared, and is made a part of this survey plat.
- This plat was prepared with the benefit of a title commitment. G.F. No. 132359, effective date April 18, 2013, said Valley Land Title Co.

PARENT TRACT INSET  
 PARCEL NO. 8  
 N.T.S.

EXISTING	TAKING	REMAINING
0.95 AC. (called)	0.153 AC.	0.797 AC.
	6,650 S.F.	



1002 E. Expressway 83 Ph (956)969-4183  
 Weslaco, TX 78596 Fax (956)447-8194

**RIGHT OF WAY SKETCH**

SHOWING PROPERTY OF  
 IDALIA I. GARZA, ET VIR  
 ALBERTA DRAIN DRAINAGE IMPROVEMENTS  
 PHASE I  
 MARCH, 2013

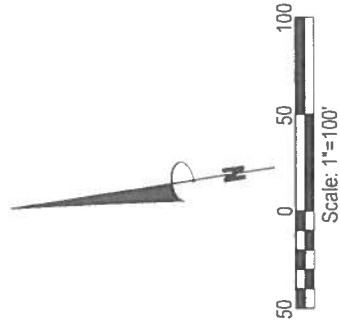
PARCEL 8  
 Sheet 3 of 4

P.O.C.  
PARCEL 8  
FOUND C.P.S.

ALBERTA ROAD  
(60.0' R.O.W.)

TOWER ROAD (r.o.w. width varies)

S 08°34'04" W 1319.91'



LOT 3  
ALAMO LAND AND SUGAR COMPANY  
VOL 1, PGS 24-26  
BLOCK 53  
LOT 11  
H.C.M.R.

ORANGE BUD ESTATES  
VOL 27, PG 28B  
H.C.M.R.

LOT 4  
Juanita Trevino  
Called 5 Acres  
Doc. No. 1559391, H.C.O.R.  
December 27, 2005

P.O.B.  
PARCEL 8  
SET  
X=1,115,002.13  
Y=16,613,154.24

S 81°26'03" E 190.00'

FND  
C.P.S.

L2

(8)

L1

N 81°26'03" W 190.00'

Idalia Iracema Garza, et vir  
0.95 acre  
Doc. No. 1467038, H.C.O.R.  
May 3, 2005

Line #	Bearing	Distance
L1	S 08°34'04" W	35.00'
L2	N 08°34'04" E	35.00'

15.0' Utility Easement

20.0' Drainage Swale Easement

Eloy Garcia  
Noe Garcia  
Called Lot 29  
Doc. No. 1032471  
H.C.O.R.  
December 11, 2001

Rolanda Torres  
Called Lot 28  
Doc. No. 1475715  
H.C.O.R.  
May 24, 2005

BLOCK 53  
LOT 14

Ara Julia Zamarron  
Sergio Chavez  
Called Lot 27  
Doc. No. 1475722  
H.C.O.R.  
May 24, 2005

Valentin Reyes Jr.  
Called Lot 26  
Doc. No. 997077  
H.C.O.R.  
August 10, 2001

Norma Nelly Gonzalez  
Feliberto Gonzalez  
Called Lot 25  
Doc. No. 679107  
H.C.O.R.

RINCON DEL VALLE  
SUBDIVISION No. 4  
VOL 32, PG 122  
H.C.M.R.



COMMITMENT FOR TITLE INSURANCE

Issued By

**Chicago Title Insurance Company**

SCHEDULE A

Effective Date: **April 18, 2013, 05:00 pm**

GF No. 132359

Commitment No. \_\_\_\_\_, issued **April 25, 2013, 01:32 pm**

1. The policy or policies to be issued are:
  - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: **County of Hidalgo, Texas**
  - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
  - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
  
Policy Amount:  
  
PROPOSED INSURED:  
  
Proposed Borrower: **County of Hidalgo, Texas**
  - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (f) OTHER  
Policy Amount:  
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:  
**Tract 1: Idalia Iracema Garza and husband, Javier Garza and Isaias M. Garcia and wife, Yolanda Garcia, as their interest may appear.**  
  
**Tract 2: Noe Garcia (if married spouse should join in the execution of documents).**
4. Legal description of the land:  
**Tract 1:**  
  
**A tract of land carved out of A 0.95 acre tract of land, more or less, out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of 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 the Northwest corner of Lot 14, for the Northwest corner hereof;**  
  
**THENCE, East with and along the North line of Lot 14, a distance of 220.00 feet for the Northeast corner hereof;**

**THENCE, South along a line parallel to the West line of Lot 14, a distance of 190.0 feet for the Southeast corner hereof;**

**THENCE, West along a line parallel to the North line of Lot 14, a distance of 220.00 feet for the Southwest corner hereof;**

**THENCE, North with and along the West line of Lot 14, a distance of 190.0 feet to the POINT OF BEGINNING.**

**SAVE AND EXCEPT, A tract of land out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of 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 the point in the North line of said Lot 14 located 30 feet East of the Northwest corner of said Lot 14;**

**THENCE, East along and with said North line of a distance of 75 feet;**

**THENCE 90 degrees to the right South a distance of 75 feet;**

**THENCE 90 degrees to the right West a distance of 75 feet;**

**THENCE 90 degrees to the right North a distance of 75 feet to the POINT OF BEGINNING.**

**FURTHER SAVE AND EXCEPT, A tract of land out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of 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 the point within said Lot 14 located 30 feet East and 75 feet South of its Northwest;**

**THENCE, East a distance of 50 feet;**

**THENCE South a distance of 50 feet;**

**THENCE West a distance of 50 feet;**

**THENCE North a distance of 50 feet to the POINT OF BEGINNING.**

**Tract 2:**

**A tract of land carved out of a tract of land, more or less, out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of 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 the point in the North line of said Lot 14 located 30 feet East of the Northwest corner of said Lot 14;**

**THENCE, East along and with said North line of a distance of 75 feet;**

**THENCE 90 degrees to the right South a distance of 75 feet;**

**THENCE 90 degrees to the right West a distance of 75 feet;**

**THENCE 90 degrees to the right North a distance of 75 feet to the POINT OF BEGINNING.**

COMMITMENT FOR TITLE INSURANCE

Issued By

*Chicago Title Insurance Company*

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

**(DELETED)**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year **2012**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.**
  - b. **Roads, easements and reservations as shown on the map and dedication of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Page 24-26, Map Records of Hidalgo County, Texas.**
  - c. **Easements for roadways and canal rights of way as shown by instrument dated December 24, 1920, recorded in Volume 122, Page 611 and dated March 2, 1926, recorded in Volume 220, Page 231, Deed Records of Hidalgo County, Texas.**
  - d. **Mineral and/or royalty reservation contained in deed dated March 9, 1976, recorded in Volume 1476, Page 175, Deed Records of Hidalgo County, Texas.**

**Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.**

- e. **Subject to Life Estate in favor of Isaias M. Garcia and wife, Yolanda Garcia as reserved in instrument dated May 3, 2005, filed May 3, 2005 under Document Number 1467038, Official Records of Hidalgo County, Texas.**
- f. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
- g. **Rights of parties in possession. (Owner's Policy Only)**
- h. **Visible and apparent easements on or across the property herein described. (Owner's Policy Only)**
- i. **Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.**
- j. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)**
- k. **Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained under this policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.**

**Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).**

- 1. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does guarantee that no such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.**

**Liability hereunder at the date hereof is limited to \$\_\_\_\_\_ . Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. (EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).**

COMMITMENT FOR TITLE INSURANCE

Issued By

*Chicago Title Insurance Company*

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Deed of Trust (Home Equity) executed by Javier Garza and wife, Idalia Iracema Garza to Corina Cortez, Trustee, dated September 11, 2009, filed September 15, 2009 under Document Number 2009-2035099 in the Official Records, Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of \$38,559.22, executed by Grantor and payable to Citifinancial; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.**
6. **Tract 2 is subject to:**

**A. Mechanic's Lien Contract executed by Noe Garcia to Miguel Cantu, Jr., dated February 7, 1983, recorded in Volume 288, Page 207, Mechanic's Lien Records of Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of \$8,361.59, executed by Grantors and payable to the order of Miguel Cantu, Jr.. By attached Assignment, said note and lien were assigned to Elsa State Bank and Trust Company.**

**B. We find the following 12 liens which may be against Noe Garcia, which are filed under Document Numbers: 949803, 2005-1557436, 2006-1670733, 2006-1702933, 2007-1713747, 2008-1935223, 2009-2022465, 2011-2196737, 2011-2228648, 2013-2402040, 2013-2402389 and 2013-2403407. (see attached sheets)**

**These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.**

**C. By instrument dated February 7, 1983, recorded in Volume 1825, Page 317, Deed Records of Hidalgo County, Texas, Isaias M. Garcia and wife, Yolanda Garcia, conveyed the property under examination unto Noe Garcia.**

**We should be furnished evidence of the marital history and status of Noe Garcia. If said person is married we require the joinder of the spouse or an affidavit from the spouse disclaiming any homestead interest in the land. If any marriages have been terminated by death or divorce, at such time, we must determine the disposition of the property**

being conveyed and possibly make additional requirements or exceptions.

7. The enclosed Waiver of Inspection along with Affidavit of Debts and Liens should be executed and returned to this office.
8. Tax certificates should be furnished from State and County, Donna School District and Hidalgo County Irrigation District No. 2.
9. We find the following 2 liens which may be against Isaias M. Garcia, which are filed under Document Number: 2009-2004162 and 2010-2117899. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

10. **Bankruptcy proceedings are filed by or against:**

Isaias Meza Garcia, Social Security No. xxx-xx-1068, in the Brownsville Division under Cause No. 09-10396B13.

This company requires satisfactory evidence that the owner is not the same person or persons named in the bankruptcy proceedings. Otherwise, this company requires copies of the original petition in bankruptcy, and any schedules and orders of the court affecting the subject property, at which time this company reserved the right to require additional information, instruments or orders.

11. We find the following 4 liens which may be against Yolanda Garcia, which are filed under Document Numbers: 2005-1489649, 2008-1948345, 2009-1990187 and 2013-2402805. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

12. **Bankruptcy proceedings are filed by or against:**

A. Yolanda Garcia, Social Security No. xxx-xx-5899, in the McAllen Division under Cause No. 09-70409M13.

B. Yolanda D. Garcia, Social Security No. xxx-xx-7773, in the McAllen Division under Cause No. 11-70838M13.

This company requires satisfactory evidence that owner is not the same person or persons named in the bankruptcy proceedings. Otherwise, this company requires copies of the original petition in the bankruptcy, and any schedules and orders of the court affecting the subject property, at which time this company reserved the right to require additional information, instruments or orders.

13. We find the following 2 liens which may be against Idalia Iracema Garza, which are filed under Document Numbers: 2011-2213147 and 2011-2252263. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

14. We find the following 26 liens which may be against Javier Garza, which are filed under Volume 3050, Page 348; and Document Numbers: 388946, 993046, 1000262, 1363321, 1368795, 1406970, 2007-1719510, 2007-1838263, 2008-1934168, 2008-1942935, 2010-2086234, 2010-2096883, 2010-2139712, 2010-2146316, 2010-2146384, 2010-2162438, 2011-2182362, 2011-2199786, 2011-2212344, 2011-2231526, 2011-2234206, 2011-2234393, 2011-2252263, 2012-2303365 and 2013-2402805. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

15. Note as to Estimated Premium Amounts Disclosed on Schedule D:



**Schedule "D", item 3, discloses an estimated premium of title policy premiums and endorsements based upon information provided at the time the initial order is placed. If changes occur after the order is placed, it may affect the estimated amounts shown. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance. If you have any questions, please call the Exam Department at 956-383-2708 or email [customerservice@valleylandtitleco.com](mailto:customerservice@valleylandtitleco.com).**

Countersigned  
Valley Land Title Co.

By   
Authorized Signatory

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 132359

Effective Date: April 18, 2013, 05:00 pm

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation

(a) The Shareholders owning or controlling, directly or indirectly, ten (10%), or more of the shares of Chicago Title Insurance Company: CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation

(b) The names of the Directors of Chicago Title Insurance Company:

Christopher Abbinante, John Wunderlich, Erika Meinhardt, Raymond R. Quirk, Burton J. Rain, Ernest D. Smith, Alan L. Stinson, Frank P. Willey and Thomas E. Evans

(c) The president, the executive or senior vice-president, the secretary and the treasurer of Chicago Title Insurance Company:

Chairman of the Board, President and Chief Executive Officer	Raymond R. Quirk
Senior Vice President	Christopher Abbinante
Vice President and Secretary	Todd C. Johnson
Vice President and Treasurer	Patrick G. Farenga

2. AGENT: VALLEY LAND TITLE COMPANY, LTD. DBA VALLEY LAND TITLE CO.

The following disclosures are made by the Title Insurance Agent issuing this commitment pursuant to Rule P-21.

A. Shareholders, owners and/or partners controlling one percent (1%) or more of the entity: Alonzo Cantu and Valley Land Management Company, L.L.C.

B. Shareholders, owners and/or partners controlling ten percent (10%) or more of Valley Land Management Company, L.L.C.: Alonzo Cantu

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owners Policy	<u>\$238.00</u>
Loan Policy	<u>\$100.00</u>
Endorsement Charges	<u>\$229.00</u>
Other	<u>\$0.00</u>
Total	<u>\$567.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

## TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the policy is issued, all Exceptions will be on Schedule B of the Policy.

---**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---**CONDITIONS** are additional provisions that qualify or limit you coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 442-4303 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**DELETION OF ARBITRATION PROVISION**  
(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

**The arbitration provision in the Policy is as follows:**

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Chicago Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$567.00	2 1200 3210 0010	3 40	4 215	5	6	7	8

## Fidelity National Financial, Inc.

**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/****Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



## PRIVACY POLICY NOTICE

### **Purpose of Notice:**

Valley Land Title Co. respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

### **Types of Information We May Collect:**

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

### **Use and Disclosure of Information:**

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

### **Protection of Your Personal Information:**

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

### **Changes:**

This notice may be revised in accordance with applicable privacy laws.



AI-42768

Precinct #4 16. B.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Comm. J. Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

**Information**

**CAPTION**

1. Approval of Certification of Revenues by the County Auditor for the Mile 17 1/2- Russell Road project (Russell Road to Ware Road).
2. Approval of 2014 appropriation of funds in the amount of \$177,318.25 for the Mile 17 1/2- Russell Road project.

**BACKGROUND**

Interlocal Cooperation Agreement approved 12/04/12  
AI-35523 Regular

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 4-1200-431-00-124-149-0-841

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**Attachments**

- 1
- 2
- 3
- 4

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/24/2014 01:36 PM
Auditor's Office	Obdett Calzada	01/24/2014 04:09 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Veronica Lopez		Started On: 01/22/2014 09:29 AM
	Final Approval Date: 01/24/2014	

COST PROPOSAL FOR MILE 17 ½ AND WARE ROAD

DIMENSIONS:

ASPHALT : 28.0' CALICHE: 32.0" X 3000 FT. LONG

3" HOT MIX = \$92,800.00

8" CALICHE= \$46,161.50

SS-1 PRIME COAT= \$4,212.00

SIGNAGE= \$900.00

STRIPING = \$2,300.00

LABOR COST= \$13,340.40

EQUIPMENT COST= \$43,136.00

\$ 146,373.50

DRAINAGE COST:

INLETS= \$5,215.00

24' STORM DRAIN PIPE= \$7,089.75

BEDDING AND BACKFILL= \$690.00

ENDWALL FOR 24' PIPE= \$2,940.00

LABOR COST= \$3,424.00

EQUIPMENT COST= \$2,560.00

\$ 15,934.75

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\$ 162,308.25



January 15, 2014

Leticia H. Saenz, CPPB  
Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539

Telephone # 956-318-2626  
Email [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)

RE: Proposal  
Construction Materials Testing Services  
Mile 17½ (between Ware Road and Rooth Road)  
Hidalgo County Precinct 4  
N. Ware Road and Russell Road  
McAllen, Texas  
Proposal No P88130463

Dear Ms. Saenz:

Terracon Consultants, Inc. (Terracon) is pleased to submit this estimate for the construction materials testing services for the above referenced project. We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. **We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.** The following sections outline our understanding of the project and provide a description of the tasks to be performed.

#### A. PROJECT INFORMATION

We understand that Hidalgo County Precinct 4 is planning the construction of an extension of Russell Road to the west and ending on Ware Road in McAllen, Texas. The Project will include drainage and paving improvements. Terracon's involvement is anticipated to include field and laboratory quality control testing for the duration of the project.

Terracon Consultants, Inc. 1506 Mid-Cities Drive Pharr, Texas 78577  
P [956] 283 8254 F [956] 283 8279 [terracon.com](http://terracon.com)

## **B. SCOPE OF SERVICES**

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils;
- Field testing and laboratory evaluation of asphalt concrete materials used during pavement construction.

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory construction materials testing/inspection will be performed under the direction of a Registered Professional Engineer. A detailed scope of services envisioned to complete the testing is as follows:

### **Soils**

Observations/testing will be performed by, or under the direction of a Registered Professional Engineer. The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limit determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted at a minimum for each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

### **Asphalt**

Observations/testing will be performed by, or under the direction of a Certified Engineering Technician on an as requested basis during placement of asphalt at the project. The asphalt will be sampled and submitted to our laboratory for Mix Properties, asphalt content and aggregate grain size distribution to verify compliance with project specifications. Asphalt cores will confirm thickness and nuclear gauge density.

### C. COMPENSATION

We estimate the fee of our services to be **\$15,010.00**. A breakdown of the fee is outlined in the attached Table 1. **Please recognize that this is an estimate.** We will only invoice for the actual services and required laboratory tests.

In the event that construction activities do not require the time we have estimated, the fee will be lower than our estimated fee. If more services are required due to conditions such as scheduling, inclement weather, or retesting, this fee estimate may be exceeded.

If it becomes apparent to Terracon that the requested services cannot be performed within the estimated fee and proposed testing and observation quantities, we will submit a written request for a change order. Our estimated fee and any services due to change orders will be provided at the unit rates shown in Table 1.

Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received.

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates on 1.5 times the regular hourly rate will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and for hours worked on Saturday. Hours worked on Sunday or holiday will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum of three (3)-hour charge will be invoiced per visit to the project site, Project Management/Clerical services will be invoiced on hours worked, unless otherwise noted on the attached Table 1. Hours will be rounded up to the next whole number.

**Scheduling** – It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24 hour notice), for testing services required on this project. Our services will be performed on an as requested basis. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services on the project. Scheduling for your convenience is handled by our Dispatcher (956) 283-8254.

**Approval** – If this Scope of Services meets with your approval, work may be initiated by returning an original copy of the Agreement for Services to our Pharr office. Project initiation may be expedited by emailing or faxing a copy of this signed Agreement for Services to (956) 283-8279. Unless requested otherwise, a hard copy of this proposal will not be mailed to you.

Construction Materials Quality Control Testing  
Mile 17½ (between Ware Road and Rooth Road)  
Hidalgo County Precinct 4  
Terracon Proposal No. P88140011



The terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We thank you for this opportunity to be of service, and we look forward to working with you on this project. If you have any questions, please contact one of the undersigned at (956) 283-8254.

Sincerely,  
**Terracon Consultants, Inc.**

  
Juan Borjon  
Project Manager

  
Alfonso A. Soto, P.E.  
Principal

Enclosure(s):    Table 1 Estimated Fee Summary  
                         Certificate of Insurance  
                         Agreement for Services

## TABLE 1 ESTIMATED FEE SUMMARY

Our fee estimate is in accordance with the time and tests performed as shown below.

### SOILS

Estimate 150 hours field testing and observation @ \$43/hour .....	\$ 6,450
Estimate 3 standard proctors @ \$200/test .....	\$ 600
Estimate 1 modified proctors @ \$200/test.....	\$ 200
Estimate 4 Atterberg Limits @ \$60/test.....	\$ 240
Estimate 4 sieve analysis (-200) @ \$60/test .....	\$ 240
Estimate 1 Texas Triaxial Test (TEX 117-E) @ \$1,250/test.....	\$1,250
Estimate 130 nuclear density tests (every 300 linear feet at every 6" lift) @ \$12/test.....	\$ 1,560
Estimate 50 vehicle trips @ \$20/trip .....	\$ 1,000
<i>Sub-Total (Soils)</i> .....	<i>\$ 11,540</i>

### ASPHALT

Estimate 30 hours asphalt observation @ \$43/hour.....	\$ 1,290
Estimate 2 asphalt mix verification @ \$250/test.....	\$ 500
Estimate 10 asphalt cores @ \$40/core .....	\$ 400
Estimate 10 vehicle trips @ \$20/trip.....	\$ 200
<i>Sub-Total (Asphalt)</i> .....	<i>\$ 2,390</i>

Project Manager 12 hours @ \$90/hour .....	\$ 1,080
<i>Total Cost</i> .....	<i>\$ 15,010</i>

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIG Specialty Insurance Company	26883
INSURER B:	Travelers Property Casualty Co of America	25674
INSURER C:	The Travelers Indemnity Company	25658
INSURER D:	Lexington Insurance Company	19437
INSURER E:	The Charter Oak Fire Insurance Company	25615
INSURER F:		

COVERAGES TERCO01 CERTIFICATE NUMBER: 12734332 REVISION NUMBER: XXXXXXXX

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTR'L LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	PROP3779274	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	TC2J-CAP-131J3858 TJBAP131J3895	1/1/2014 1/1/2014	1/1/2015 1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TRKUB131J3846 (AZ,MA,WI) TC2OUB131J3742 (AOS)	1/1/2014 1/1/2014	1/1/2015 1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2014	1/1/2015	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: COUNTY OF HIDALGO, PRECINCT NO. 4. CONSTRUCTION MATERIALS TESTING. COUNTY OF HIDALGO IS AN ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER  12734332  HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S HIGHWAY BUS. 281 EDINBURG TX 78539	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Hidalgo County Purchasing Department ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Mile 17.5 (Between Wr Rd and Rooth Rd) Pct 4 project ("Project"), as described in the Project Information section of Consultant's Proposal dated 01/10/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **1/15/2014**  
 Name/Title: **Alfonso A. Soto, PE / Department Manager/Principal**  
 Address: **1506 Mid Cities Dr. Pharr, TX 78577**  
 Phone: **(956) 283-8254** Fax: **(956) 283-8279**  
 Email: **aasoto@terracon.com**

Client: **Hidalgo County Purchasing Department**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Leticia H. Saenz, CPPB**  
 Address: **2812 S. Business Highway 281 Edinburg, TX 78539**  
 Phone: **(956) 318-2626** Fax: **(956) 318-2629**  
 Email: **leticia.saenz@co.hidalgo.tx.us**

Reference Number: P88140011

## DISTRIBUTION SHEET

Thank you for choosing Terracon Consultants, Inc. to provide these services. Please fill out below the pertinent information below so that we may expedite report distribution, project correspondence and invoice(s) to appropriate person (s). If you have any questions please do not hesitate to contact our office.

**Project Name:** \_\_\_\_\_

**Client**  
Copies \_\_\_\_\_ Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Attn: \_\_\_\_\_ P \_\_\_\_\_ F \_\_\_\_\_  
Email: \_\_\_\_\_

**Invoice** (do not complete if same as client)  
Copies \_\_\_\_\_ Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Attn: \_\_\_\_\_ P ( ) \_\_\_\_\_ F ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

**Report Distribution** (Clients, Architects, Engineers, Contractors, etc...)  
Copies \_\_\_\_\_ Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Attn: \_\_\_\_\_ P ( ) \_\_\_\_\_ F ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

Copies \_\_\_\_\_ Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Attn: \_\_\_\_\_ P ( ) \_\_\_\_\_ F ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

Copies \_\_\_\_\_ Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Attn: \_\_\_\_\_ P ( ) \_\_\_\_\_ F ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

Copies \_\_\_\_\_ Firm \_\_\_\_\_  
Address \_\_\_\_\_  
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Email: \_\_\_\_\_

Copies \_\_\_\_\_ Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Attn: \_\_\_\_\_ P ( ) \_\_\_\_\_ F ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

If you need more room or would like to send other pertinent information please provide on the back of this sheet. Thank you for your time and concern to this matter.



# COUNTY *of* HIDALGO

**JOSEPH PALACIOS**

1051 N. DOOLITTLE RD.  
EDINBURG, TEXAS 78542  
OFFICE: (956) 383-3112  
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

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## Memorandum

**To:** Ray Eufrazio, CPA, County Auditor

**From:** Joseph Palacios, County Commissioner, Pct. No. 4 *JAP*

**Date:** Monday, January 27, 2014

**Subject:** Pct. 4 Unearned Revenue – Mca M 17 ½ N.(Russell)- Certification of Revenues

**Cc:** Linda Fong, 1<sup>st</sup> Assistant County Auditor  
Becky Luna, Director of Accounting

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Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to account# 3-1200-223-00-124-074-0-000UNEARNED REVENUE-PCT4 MCA-M17½N(RUSSELL).

The total amount requested is \$177,318.25.

The Agenda Item to approve the Certification of Revenues and appropriation is AI# 42768 CC 1/28/14.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

DATE: January 24, 2014

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

ACCOUNT NUMBER: 4-1200-431-00-124-142-0-841

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

**2014**  
Appropriation

AI- 42768



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1200-431-00-124-142-0-841	PCT4 ICA- MCALLEN- RUSSEL (CANAL-WARE)- AID	\$177,318.25
4-1200-337-00-124-003-0-000	PCT4 R&B PCT4-MCALLEN- M17 1/2N RUSSEL RD	\$177,318.25
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>\$177,318.25</b>

REASON: Appropriation of funds for Pct 4 Russell Road (Mile 17 1/2) Project.

Joseph Palacios  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

STATE OF TEXAS                   §  
COUNTY OF HIDALGO           §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, THE CITY OF McALLEN AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

This Agreement is made on this 05<sup>th</sup> day of March, 2013, by and among Hidalgo County, Texas hereinafter referred to as "County", the Edinburg Consolidated Independent School District, hereinafter referred to as "ECISD", the City of McAllen hereinafter referred to as "McAllen" and the Hidalgo County Drainage District No. 1 hereinafter referred to as "Drainage District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH**

**WHEREAS**, ECISD, County, McAllen and Drainage District have agreed to extend and construct approximately thirty four hundred seventy feet (3470') of road and drainage improvements commencing at the Eastside of the existing Hidalgo County Irrigation District canal crossing Russell Road and terminating at Ware Road (the "Project");

**WHEREAS**, "County" will construct the Project and coordinate with Drainage District, McAllen and ECISD for project progress and shared cost;

**WHEREAS**, County and Drainage District have determined that it will receive a benefit from the infrastructure improvements and has agreed to assist ECISD and McAllen;

**WHEREAS**, "ECISD" and McAllen have determined that they will receive benefits from the infrastructure improvements and have agreed to assist the County and Drainage District in such infrastructure improvements;

**WHEREAS**, ECISD, County, Drainage District and McAllen are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE**, County, ECISD, Drainage District and McAllen hereby, in consideration of the mutual covenants expressed hereinafter agree to as follows:

1. The County shall serve as the lead agency for the Project.
2. Subject to McAllen approval, County shall design the western most twenty six hundred seventy feet (2670') of road and drainage improvements within the City of McAllen and prepare any necessary plans and specifications to

McAllen design standards. Provided however the road portion of the Project shall consist of a twenty-eight feet in width of caliche base and twenty four feet in width of asphalt. County shall also prepare any right of way maps for completion of such road and drainage improvements. Plans and Specifications shall be submitted to McAllen for approval 30 days before advertising.

3. McAllen agrees to reimburse County at County's actual direct cost for the use of the equipment and personnel for the construction of the road and drainage improvements located within the jurisdiction of McAllen on an hourly basis as described in Exhibit "A" as well as reimbursement for the McAllen Engineering and materials for the road and drainage improvements within the jurisdiction of McAllen. McAllen agrees to make such payments to County within thirty (30) days of receipt of invoice(s) from County. Such reimbursement by McAllen to County is estimated to be approximately Four Hundred Ninety One Thousand and Five Hundred Seventy Eight and no/100ths Dollars (\$491,578.00). Any reimbursement in excess of the estimated amount must be approved by McAllen. County shall, construct the road and drainage improvements located within the jurisdiction of McAllen. McAllen shall provide inspectors and testing for construction materials to ensure that construction meets McAllen standards. McAllen does further consent to County performing such road and drainage improvements within the jurisdiction of McAllen.
  
4. ECISD shall retain at ECISD's sole cost and expenses a competent engineering firm to design the road, and drainage improvements and canal siphon construction from the municipal line of the City of McAllen to the east side of the existing Hidalgo County Irrigation District No. 1 canal crossing Russell Road being approximately eight hundred feet (800') of the Project (the "ECISD Portion"). In addition to retaining a competent engineering firm at ECISD's sole cost and expense, ECISD agrees to reimburse County at County's cost for the use of the equipment and personnel for the construction of the road, and drainage improvements, other than the canal siphon construction located within the ECISD portion, on an hourly basis as described in Exhibit A as well as reimbursement for the materials for the road, and drainage improvements, within the ECISD Portion. ECISD further agrees to reimburse County at County's cost for all expenses incurred by County in the preparation of bids and all expenses incurred by County from the successful bidder to construct the canal siphon located in the ECISD Portion. ECISD agrees to make such payments to County within thirty (30) days of receipt of invoice(s) from County. Such reimbursement by ECISD to County for such equipment, personnel and materials and the canal siphon construction is estimated to be approximately Four Hundred Sixty Four Thousand Three Hundred Forty Five and no/100ths Dollars (\$464,345.00). Regardless of such estimate, ECISD agrees to reimburse the actual costs of County as shown by invoice(s) of County to ECISD for all construction by

County or County's contractor (s) described in this numbered paragraph 4 County shall, construct the road, and drainage improvements, and obtain a contractor to construct within the ECISD Portion and the canal siphon.

5. County shall construct the road and drainage improvements on the County Jurisdiction Portion at County's sole cost and expense.
6. Drainage District shall at its sole cost and expense shall provide to County all sixty (60) inch storm sewer pipe as needed to place Drainage District's existing drainage ditch underground as well as related Drainage District improvements required to the drainage ditch of Drainage District.
7. Upon final completion of construction of the Project, McAllen and County agree to repair and maintain only those improvements located within the respective jurisdiction of the County and McAllen. Such repair and maintenance shall be done in accordance with the same standards McAllen and the County would normally use to repair and/or maintain any improvements of similar nature located within their respective jurisdiction.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
9. **No Waiver.** No waiver by any party hereto 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.
10. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 all parties hereto, and not otherwise.
11. **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.



12. **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 ECISD:                   Edinburg Consolidated Independent School District  
Attn: Dr. Rene Gutierrez, Superintendent of Schools  
411 N. 8<sup>th</sup> St.  
Edinburg, Texas 78540

If to County:                 County of Hidalgo  
Attention: County Judge  
P.O. Box 758  
Edinburg TX 78540-0758

If to McAllen:                City of McAllen  
Attn: Mayor Ricardo Cortez  
1300 Houston Street/ P. O. Box 220  
McAllen, Texas 78505

If to Drainage District: Hidalgo County Drainage District No. 1  
Attn: Godfrey Garza  
900 N. Doolittle Road  
Edinburg, Texas 78539

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **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.
14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. **Assignment.** This Agreement shall not be assignable.

16. **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 of paragraph hereof.
17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.
21. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

HIDALGO COUNTY, TEXAS

Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr. County Clerk

APPROVED BY HIDALGO  
COUNTY DRAINAGE DISTRICT  
NO. 1 BOARD OF DIRECTORS  
ON: 3/5/13

EDINBURG CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT

Juan "Sonny" Palacios, President, Board of Trustees

ATTEST:

Jaime Solis  
Jaime Solis, Secretary, Board of Trustee



CITY OF McALLEN, TEXAS

Ricardo Cortez  
Ricardo Cortez, Mayor

ATTEST:

Annette Villarreal  
Annette Villarreal, TRMC/CMC, CPM  
City Secretary

HIDALGO COUNTY DRAINAGE DISTRICT  
NO. 1

Ramon Garcia  
Chairman of the Board

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**APPROVAL OF  
INTERLOCAL COOPERATION AGREEMENT  
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to desire to assist, Edinburg Consolidated Independent School District, ("ECISD"), the City of McAllen ("McAllen") and Hidalgo County Drainage District No.1 ("Drainage District") with respect to certain road and drainage improvements to Russell Road, Hidalgo County has determined that it will receive a benefit from the infrastructure improvements and has agreed to assist ECISD, McAllen and Drainage District through an Interlocal Cooperation Agreement to be entered into with ECISD and the Drainage District, and Hidalgo County.

By vote on \_\_\_\_\_ 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia  
Ramon Garcia, County Judge

**ATTEST:**  
Arturo Guajardo  
Arturo Guajardo, County Clerk

APPROVED BY HIDALGO  
COUNTY DRAINAGE DISTRICT  
NO. 1 BOARD OF DIRECTORS  
ON: 3/5/13

**APPROVED AS TO FORM:**  
  
ATLAS, HALL & RODRIGUEZ, LLP  
By: Stephen Crain  
Stephen Crain

AI-42842

Budget and Management 17. A.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Sergio Cruz, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

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**Information**

**CAPTION**

Approval of Amendment Two (2) to the Administrative Services Agreement by and between Blue Cross and Blue Shield of Texas and Hidalgo County, with authority for the County Judge to sign the required documents.

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/24/2014 04:17 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Sergio Cruz		Started On: 01/24/2014 02:19 PM
	Final Approval Date: 01/24/2014	

AI-42624

Budget and Management 17. B. 1.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Co. Clerk's Office

Submitted By: Merlen P. Munoz, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

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**Information**

**CAPTION**

County Clerk's Record Archive (1100): Approval of 2014 appropriation of funds in the amount of \$6,000.00.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 4-1100-415-40-180-002-0-XXX

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

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

**BUDGETARY IMPACT:**

Available funds as of 1/16/2014, Monies are to be unreserved from acct#4-1100-255-02-000-004-0-000 Fund Balance - Restricted For CC Rec Archv.

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**Attachments**

**Appropriation**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/10/2014 03:37 PM
Obdett Calzada	Obdett Calzada	01/16/2014 03:50 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Merlen P. Munoz		Started On: 01/10/2014 03:00 PM
	Final Approval Date: 01/24/2014	

DATE: January 10, 2014

**2014**  
Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Co. Clerk's Record Archive

ACCOUNT NUMBER: 4-1100-415-40-180-002-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-415-40-180-002-0- 550	Co. Clerk Record Archive	Printing & Binding	6,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>			<b>6,000.00</b>

**REASON:** To appropriate funding in the amount of \$6,000 to fund anticipated expenditures.

**Note: Monies are to be unreserved from acct#4-1100-255-02-000-004-0-000 Fund Balance - Restricted For CC Rec Archv**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-42731

Budget and Management 17. B. 2.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Rolando Garcia, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

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**Information**

**CAPTION**

- A. Approval of 2014 certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1
- B. Approval of 2014 appropriation of funds in the amount of \$107,000.00 for Precinct No.4 Roosevelt Road Project.
- C. Approval of 2014 appropriation of funds in the amount of \$175,000.00 for Precinct No.4 Alberta Road Project.
- D. Approval of 2014 appropriation of funds in the amount of \$70,000.00 for Precinct No.4 Monmack Road Project.
- E. Approval of 2014 appropriation of funds in the amount of \$185,000.00 for Precinct No.4 Canton Road Project.
- F. Approval of 2014 appropriation of funds in the amount of \$94,929.92 for Precinct No.4 Curry Estates Road Project.
- G. Approval of 2014 appropriation of funds in the amount of \$105,000.00 for Precinct No.4 Curry Estates Drainage Project.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 14

**ACCT. #:** 4-1303-392-00-000-001-0-000

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

**BUDGETARY IMPACT:**

SOA (1341) funding for Monmack, Canton, and Curry Estates projects.

**FISCAL YEAR:** 14

**ACCT. #:** 4-1303-392-00-000-000-0-000

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

**BUDGETARY IMPACT:**

SOA (1339) funding for Roosevelt and Alberta projects.

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**Attachments**

Monmack Road Appropriation



Canton Road Appropriation  
Curry Estates Road Appropriation  
Curry Estates Drainage Appropriation  
Roosevelt Road Appropriation  
Alberta Road Appropriation

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Roland Garcia (Originator)	Rolando Garcia	01/24/2014 04:51 PM
Budget & Management	Debbie Tamez	01/24/2014 04:53 PM
Glinda Pacheco	Glinda Pacheco	01/24/2014 05:20 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Rolando Garcia		Started On: 01/17/2014 10:00 AM
	Final Approval Date: 01/24/2014	

DATE: January 17, 2014

**2014**  
Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for  
Pct. No.4 Road Project

ACCOUNT NUMBER: 4-1303-392-00-000-001-0-000

Contact Person: Rolando Garcia Ph# 956-292-7025 x.5413

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1303-431-00-124-144-0-731	SOA1341-PCT4 MONMACK(0.4M-N.MILE11)-ROAD	70,000.00
4-1303-392-00-000-001-0-000	SOA1341-SALE OF CAPITAL ASSETS	70,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>70,000.00</b>

REASON: Appropriation from the Sale of Assets Raymondville Drainage Project for Monmack road project. Refer to (AI-42731)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

DATE: January 17, 2014

**2014**  
Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for  
Pct. No.4 Road Project

ACCOUNT NUMBER: 4-1303-392-00-000-001-0-000

Contact Person: Rolando Garcia Ph# 956-292-7025 x.5413

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1303-431-00-124-147-0-731	SOA-1341-PCT4 CANTON(VALVERDE-TOWER)-RD	185,000.00
4-1303-392-00-000-001-0-000	SOA1341-SALE OF CAPITAL ASSETS	185,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>185,000.00</b>

REASON: Appropriation from the Sale of Assets Raymondville Drainage Project for Canton road project. Refer to (AI-42731)

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

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APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

DATE: January 17, 2014

**2014**  
Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for  
Pct. No.4 Road Project

ACCOUNT NUMBER: 4-1303-392-00-000-001-0-000

Contact Person: Rolando Garcia Ph# 956-292-7025 x.5413

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1303-431-00-124-145-0-731	SOA-1341-PCT4 CURRY ESTATES-ROADS	94,929.92
4-1303-392-00-000-001-0-000	SOA1341-SALE OF CAPITAL ASSETS	94,929.92
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		94,929.92

REASON: Appropriation from the Sale of Assets Raymondville Drainage Project for Curry Estates project. Refer to (AI-42731)

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**DATE:** January 17, 2014

**2014**  
**Appropriation**

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

**DEPARTMENT NAME:** Department of Budget & Management for  
Pct. No.4 Road Project

**ACCOUNT NUMBER:** 4-1303-392-00-000-001-0-000



**Contact Person:** Rolando Garcia Ph# 956-292-7025 x.5413

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1303-431-00-124-145-0-733	SOA1341-PCT4 CURRY ESTATES-DRAINAGE	105,000.00
4-1303-392-00-000-001-0-000	SOA1341-SALE OF CAPITAL ASSETS	105,000.00
	<b>TOTAL BUDGET INCREASE (DECREASE)</b>	<b>105,000.00</b>

**REASON:** Appropriation from the Sale of Assets Raymondville Drainage Project for Curry Estates Drainage project. Refer to (AI-42731)

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

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APPROVED COMMISSIONERS' COURT

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DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

DATE: January 17, 2014

**2014**  
Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for  
Pct. No.4 Road Project

ACCOUNT NUMBER: 4-1303-392-00-000-000-0-000

Contact Person: Rolando Garcia Ph# 956-292-7025 x.5413

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1303-431-00-124-143-0-731	SOA1339-PCT4 ROOSEVELT(0.4MWVALVERDE)-RD	107,000.00
4-1303-392-00-000-000-0-000	SOA1339-SALE OF CAPITAL ASSETS	107,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>107,000.00</b>

REASON: Appropriation from the Sale of Assets Dickerson/Aguilar Drainage Project for Roosevelt road project. Refer to (AI-42731)

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DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

DATE: January 17, 2014

**2014**  
Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. No.4 Road Project

ACCOUNT NUMBER: 4-1303-392-00-000-001-0-000

Contact Person: Rolando Garcia Ph# 956-292-7025 x.5413

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1303-431-00-124-146-0-731	SOA1339-PCT4 ALBERTA(FM907-RLONGORIA)-RD	175,000.00
4-1303-392-00-000-000-0-000	SOA1339-SALE OF CAPITAL ASSETS	175,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>175,000.00</b>

REASON: Appropriation from the Sale of Assets Dickerson/Aguilar Drainage Project for Alberta road project. Refer to (AI-42731)

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

/ /  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-42839

Budget and Management 17. B. 3.

CC REGULAR

Meeting Date: 01/28/2014

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

Department: COMM. PCT. #1

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**Information**

**CAPTION**

Pct. 1 TxDOT (1315):

A. Approval of 2013 interfund transfer from Certificate of Obligations 2001 (Fund 1331, Program# 040) to TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$5,391.00.

B. Approval of 2013 interfund transfer from Certificate of Obligations 2004 (Fund 1334, Program# 040) to TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$7,818.61.

C. Approval of 2013 interfund transfer from Certificate of Obligations 2006 (Fund 1336, Program# 040) to TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$9,608.28.

D. Approval of 2013 interfund transfer from Certificate of Obligations 2006 (Fund 1336, Program# 040) to TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$6,945.80.

E. Approval of 2013 interfund transfer from Certificate of Obligations 2006 (Fund 1336, Program# 040) to FM493 (M10n - SH107) (Fund 1336, program# 049) Road Project in the amount of \$16,733.20

F. Approval of 2013 Un-appropriation of funds TxDOT - Mile 2 West (Mile 12 - US83) (Fund 1315, program# 040) Road Project in the amount of \$29,763.69.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 3-XXXX-431-00-121-040-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

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**Attachments**

Backup

Email

1

2



3  
4  
5  
6

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/24/2014 03:34 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM

Form Started By: Katia Garcia  
Started On: 01/24/2014 01:33 PM  
Final Approval Date: 01/24/2014

For 01/01/13 - 01/31/14

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
<b>1331 CERT OF OBLIG, SERIES 2001</b>						
3-1331-431-00-121-040-0-731 CO2001-PCT1-MILE 2W (MILE12-US83) -ROADS	5,391.00	.00	.00	.00	5,391.00	.00
<b>1331 CERT OF OBLIG, SERIES 2001</b>	<b>5,391.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>5,391.00</b>	<b>.00</b>
<b>1334 CERT OF OBLIG, SERIES 2004</b>						
3-1334-431-00-121-040-0-731 CO2004-PCT1-MILE2W (MILE12-US83) -ROADS	7,818.61	.00	.00	.00	7,818.61	.00
<b>1334 CERT OF OBLIG, SERIES 2004</b>	<b>7,818.61</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>7,818.61</b>	<b>.00</b>
<b>1336 CERT OF OBLIG, SERIES 2006</b>						
3-1336-431-00-121-040-0-731 CO2006-PCT1-MILE2W (MILE12-US83) -ROADS	9,608.28	.00	.00	.00	9,608.28	.00
3-1336-431-00-121-040-0-841 CO2006-PCT1-MILE2W (MILE12-US83) -AID TO O	23,679.00	.00	.00	.00	23,679.00	.00
3-1336-431-00-121-041-0-742 CO2006-PCT1-HEAVY EQUIPMENT	302,126.36	.00	302,126.18	302,126.18	.18	100.00
3-1336-431-00-121-049-0-841 CO2006-PCT1 FM493 (M10N-SH107) -AID GOVT	153,756.17	150,463.39	3,292.78	3,292.78	.00	100.00
3-1336-431-00-121-085-0-731 CO2006-PCT1 M17N (FM88-FM1015) -ROADS	20,008.24	.00	20,008.24	20,008.24	.00	100.00
3-1336-431-00-121-107-0-841 PCT1 ICA W/SJ&A-RIDGE (C.CHVZ-ALAMO) -AID	15,000.00	.00	.00	.00	15,000.00	.00
3-1336-431-60-121-108-0-711 CO2006-PCT1 CR333BRIDGE-ILA WILLACY-ROW	10,000.00	6,900.00	.00	.00	3,100.00	69.00
<b>1336 CERT OF OBLIG, SERIES 2006</b>	<b>534,178.05</b>	<b>157,363.39</b>	<b>325,427.20</b>	<b>325,427.20</b>	<b>51,387.46</b>	<b>90.38</b>
<b>1339 CERT OF OBLIG, SERIES 2009</b>						
3-1339-431-00-121-052-0-748 CO2009-PCT1 DRAIN IMPRV-OTHER EQUIP	23,903.26	.00	.00	.00	23,903.26	.00
3-1339-431-00-121-053-0-841 CO2009-PCT1 FM493 (US281-BUS83) -AID GVT	27,000.00	27,000.00	.00	.00	.00	100.00
3-1339-431-00-121-061-0-733 CO2009-PCT1 ESTANCIA-DRAINAGE DITCHES	12,162.70	12,162.70	.00	.00	.00	100.00
3-1339-431-00-121-064-0-733 CO2009-PCT1 E M4W (M12N-M132N) -DRAINAGE	6,581.25	6,581.25	.00	.00	.00	100.00
<b>1339 CERT OF OBLIG, SERIES 2009</b>	<b>69,647.21</b>	<b>45,743.95</b>	<b>.00</b>	<b>.00</b>	<b>23,903.26</b>	<b>65.68</b>
<b>1342 CERT OF OBLIG, SERIES 2010A&amp;B</b>						
3-1342-431-00-121-041-0-731 CO2010A&B-PCT1 ROADS-ROADS	18,301.32	10,133.76	8,167.56	8,167.56	.00	100.00
3-1342-431-00-121-053-0-841 CO2010A&B-PCT1 FM493 (US281-BUS83) -AID GO	19,545.00	4,772.50	14,772.50	14,772.50	.00	100.00
3-1342-431-00-121-085-0-711 CO2010A&B-PCT1 MILE17N (FM88-FM1015) -ROW	82,658.54	16,408.00	22,954.16	22,954.16	43,296.38	47.62
3-1342-431-00-121-085-0-731 CO2010A&B-PCT1 MILE17N (FM88-FM1015) -ROAD	22,507.01	.00	22,507.01	22,507.01	.00	100.00
3-1342-431-00-121-094-0-733 CO2010A&B-PCT1 COL LUCERO DEL NORTE-DRAI	5,380.80	5,380.80	.00	.00	.00	100.00
3-1342-431-00-121-095-0-733 CO2010A&B-PCT1 COL ADAMS & BLACK-DRAINAG	9,940.22	9,940.22	.00	.00	.00	100.00
3-1342-431-00-121-101-0-731 CO2010A&B-PCT1MINNESOTA (COOLIE-DILLO) -RD	4,726.06	.00	.00	.00	4,726.06	.00
3-1342-431-00-121-104-0-731 CO2010A&B-PCT1 MILE 2E (BUS83-M6N) -ROAD	22,193.88	.00	.00	.00	22,193.88	.00
3-1342-431-00-121-106-0-731 CO2010A&B-PCT1 M9N (M2W-M3W) ICA WSLCO-RD	63,127.55	14,198.40	43,181.04	43,181.04	5,748.11	90.89
3-1342-431-00-121-106-0-841 CO2010A&B-PCT1 M9N (M2W-M3W) ICA WSLCO-AID	24,549.60	5,521.60	16,792.63	16,792.63	2,235.37	90.89
<b>1342 CERT OF OBLIG, SERIES 2010A&amp;B</b>	<b>272,929.98</b>	<b>66,355.28</b>	<b>128,374.90</b>	<b>128,374.90</b>	<b>78,199.80</b>	<b>71.35</b>
<b>3 YEAR 2013</b>	<b>889,964.85</b>	<b>269,462.62</b>	<b>453,802.10</b>	<b>453,802.10</b>	<b>166,700.13</b>	<b>81.27</b>

Zimbra

katia.garcia@co.hidalgo.tx.us

**Mile 2 W appropriation**

**From :** Joy Hsu <joy.hsu@auditor.co.hidalgo.tx.us>

Wed, Jan 15, 2014 02:47 PM

**Subject :** Mile 2 W appropriation

**To :** 'Katia Garcia' <katia.garcia@co.hidalgo.tx.us>

**Cc :** 'raul lozano' <raul.lozano@co.hidalgo.tx.us>, 'Alvaro A Chuc' <alvaro.chuc@auditor.co.hidalgo.tx.us>, 'becky luna' <becky.luna@auditor.co.hidalgo.tx.us>, 'Sandra E. Flores' <sandrae.flores@auditor.co.hidalgo.tx.us>

Good Afternoon Katia,

Due to the end of year, please follow up the following issues as soon as possible.

A1-42839

- 1. Please un-appropriate \$5,391 for 3-1331-431-00-121-040-0-731
- 2. Please un-appropriate \$7,818.61 for 3-1334-431-00-121-040-0-731
- 3. Please un-appropriate \$9,608.28 for 3-1336-431-00-121-040-0-731
- 4. Please un-appropriate \$23,679.00 for 3-1336-431-00-121-040-0-841
- 5. Please appropriate \$29,763.69 to 3-1315-431-00-121-040-0-731
- 6. Please un-appropriate \$29,763.69 from 3-1315-431-00-121-040-0-731 back to SIB Loan. PO#686726 in the amount of \$29,763.69 was liquidated on 9/12/13 and funded from SIB loan with JE#25649. \$29,763.69 were paid with ck#04-14934 and 04-14952 from account receivable account #3-1315-126-30-000-007-0-000 Due from other govt-Mercedes-Mile 2 W.

Thank you,  
Joy













DATE: January 24, 2014

**2014**  
Appropriation



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

DEPARTMENT NAME: Pct. 1 C.O.'s

ACCOUNT NUMBER: 3-XXXX-XXX-00-121-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST (MILE12-US83)-ROADS	(29,763.69)
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>(29,763.69)</b>

REASON: Please un-appropriate \$29,763.69 from 3-1315-431-00-121-040-0-731 back to SIB Loan. PO#686726 in the amount of \$29,763.69 was liquidated on 9/12/13 and funded from SIB Loan with JE#25649. \$29,763.69 were paid w/ch#04-14934 and 04-14952 from account receivable account #3-1315-126-30-000-007-0-000 Due from other govt-Mercedes-Mile 2 W.

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DEPARTMENT HEAD SIGNATURE

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APPROVED COMMISSIONERS' COURT

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DATE

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ATTEST COUNTY CLERK

AI-42837

Purchasing Department 18. A. 1.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

**Information**

**CAPTION**

Adm. Bldg. Renov. 1st./2nd. Floors Project-Accept & approve final re-design plans & specifications for CC Chambers to add Public Affairs Div. and the County Judge's Suite to include Emergency Management Office as presented by project architect, Alcocer Garcia Associates, Inc. with authorization to proceed to forward documentation to awarded contractor, D. Wilson Construction so as to continue the project without any further delays due to documentation with said re-designs and other construction change directives to be included and presented to CC through a Change Order on 2-04-14.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 4-1336-419-40-220-043-0-452

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

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

**BUDGETARY IMPACT:**

Funds available as of 1/24/14.

**Attachments**

Architect's Response

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	01/24/2014 12:03 PM
Budget & Management	Debbie Tamez	01/24/2014 01:31 PM
Glinda Pacheco	Glinda Pacheco	01/24/2014 04:47 PM
Auditor's Office	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Rocio Villarreal		Started On: 01/24/2014 11:31 AM
	Final Approval Date: 01/24/2014	

**RE: hidalgo County Admin Renovation 1st & 2nd floor****From :** Eduardo Alcocer <edo@agadc.com>

Fri, Jan 24, 2014 10:37 AM

**Subject :** RE: hidalgo County Admin Renovation 1st & 2nd floor 2 attachments**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

R.;

Yes we are aware of the information provided by Prodigy, however, as we had mentioned to Mr. Palacios, we, AGA, still have to go over many details prior to submitting information to the county for consideration. One being verifying the credits vs additional costs. Also, our engineer has to review submitted information. My recommendation is to pull this item from the agenda.

Regarding the drawings for the New Commissioners Court Meeting Room/Public Affairs Offices & the New Ems Offices, we are 'red lining' the plans to ensure that all items have been addressed. We are confident that final plans will be delivered to your office by January 31/29, 2014.

Edo

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**From:** Rocio Villarreal [mailto:[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)]**Sent:** Friday, January 24, 2014 9:58 AM**To:** Eduardo Alcocer**Cc:** Martha Salazar; billw@dwilsonconstruction.com; valde guerra; Estanislado Ramos; jrodriguez; Elvira Avila; Alex Palacios**Subject:** Re: hidalgo County Admin Renovation 1st & 2nd floor

Mr. Alcocer:

Have you had a chance to review? Please advise if the cost proposal provided has included all the modifications requested for the 1st and 2nd Floor? And if so, when will Change Order No. 1 be deliver to Hidalgo County?

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](mailto:rocio.villarreal@co.hidalgo.tx.us)  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

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**From:** "Alex Palacios" <[apalacios@prodigycompany.com](mailto:apalacios@prodigycompany.com)>

**To:** "Rocio Villarreal" <[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)>, "Martha Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>, "Eduardo Alcocer" <[edo@agadc.com](mailto:edo@agadc.com)>, [billw@dwilsonconstruction.com](mailto:billw@dwilsonconstruction.com), "valde guerra" <[valde.guerra@co.hidalgo.tx.us](mailto:valde.guerra@co.hidalgo.tx.us)>  
**Cc:** "Estanislado Ramos" <[stan.ramos@co.hidalgo.tx.us](mailto:stan.ramos@co.hidalgo.tx.us)>, [apalacios@prodigycompany.com](mailto:apalacios@prodigycompany.com), "jrodriguez" <[jessierodriguez@prodigycompany.com](mailto:jessierodriguez@prodigycompany.com)>, "Elvira Avila" <[eavila@prodigycompany.com](mailto:eavila@prodigycompany.com)>  
**Sent:** Thursday, January 23, 2014 4:20:23 PM  
**Subject:** FW: hidalgo County Admin Renovation 1st & 2nd floor

Rocio,

Attached you will find the information that was submitted by the General Contractor. Bill Wilson has mentioned that he will not start if the approved change proposal is approved. Also, the back for the associated cost are included in this email.

I am sending you, as per your request, the backup information. In order to process this change proposal, the formal AIA forms need to be generated by the architect.

Please let me know if there is anything else.....

THANK YOU,

Alex Palacios, Principal  
**PRODIGY CONSTRUCTION MANAGEMENT, LLC**  
P.O. Box 6592  
McAllen, Tx. 78502  
Ph. 956-800-1122, Fax. 956-664-1832



[www.prodigycompany.com](http://www.prodigycompany.com)

S.B./TXDOT Certified/HUB Certified/DBE Certified/ESBE/HABE/MBE/SBE/ HVAC Licensed

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**From:** Elvira Avila [<mailto:eavila@prodigycompany.com>]  
**Sent:** Thursday, January 23, 2014 3:34 PM  
**To:** [stan.ramos@co.hidalgo.tx.us](mailto:stan.ramos@co.hidalgo.tx.us)  
**Cc:** [apalacios@prodigycompany.com](mailto:apalacios@prodigycompany.com); [jessierodriguez@prodigycompany.com](mailto:jessierodriguez@prodigycompany.com)  
**Subject:** hidalgo County Admin Renovation 1st & 2nd floor

Hello Stan,

Here is the change order from D. Wilson.

Thank You,

Elvira Avila

**PRODIGY CONSTRUCTION MANAGEMENT**

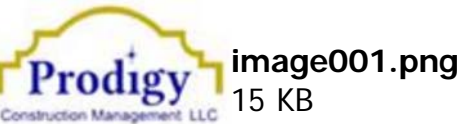
Ph. 956-800-1122, Fax. 956-664-1832



[www.prodigycompany.com](http://www.prodigycompany.com)

S.B.A. 8A Certified/TXDOT Certified/HUB Certified/DBE Certified/ESBE/HABE/MBE/SBE/HVAC Licensed

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AI-42515  
CC REGULAR

Purchasing Department 18. A. 2.

Meeting Date: 01/28/2014

Submitted By: Sandra Montalvo,  
PURCHASING DEPT.

Department: PURCHASING DEPT.

---

**Information**

**CAPTION**

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Construction Building Materials & Supplies-RFB No. 2013-252-12-18-SMA.

**BACKGROUND**

1. Contract document reviewed and approved by legal counsel.
2. Recommended vendor: Matt's Building Materials.

---

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 4-1100-419-40-220-001-0-671

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

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

**BUDGETARY IMPACT:**

Available balance as of 1-24-14 \$141,683.75

---

**Attachments**

depts recommendation, bid tabulation, participation bid acceptance

1  
2

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Darlene Betancourt	01/10/2014 09:59 AM
Budget & Management	Debbie Tamez	01/10/2014 10:40 AM
Manuel Chapa	Manuel Chapa	01/24/2014 03:18 PM
Auditor's Office	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Sandra Montalvo		Started On: 01/07/2014 11:24 AM
	Final Approval Date: 01/24/2014	



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



**MEMORANDUM**

(Departments Recommendation)

**TO:** Daniel Flores  
 Hidalgo County Facilities Mgt. Dept. via email: [daniel.flores@co.hidalgo.tx.us](mailto:daniel.flores@co.hidalgo.tx.us).

**FROM:** Sandra Montalvo, Buyer II *SM*  
 Hidalgo County Purchasing Dept.

**DATE:** Jan. 02, 2014

**RE:** **BID AWARD RECOMMENDATION REQUEST**  
**Bid No. 2013-252-12-18-SMA- HIDALGO COUNTY-Construction Building Materials & Supplies**

We have received **two (2) bid responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **AS SOON AS POSSIBLE**. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us)

**APPROVE**

**DISAPPROVE and/or REJECT**

**BUDGET ACCOUNT#:** \*4-1100-419-40-2200060-671

**Recommendations/Concerns:** Award to Mello's Building Materials

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

*[Handwritten Signature]*

*Daniel Flores*

*220*

*01/02/13*

AUTHORIZED SIGNATURE

PRINTED NAME

DEPARTMENT

DATE

Enclosures

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG**

**BID OPENING DATE: DECEMBER 18, 2013**

**BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY-Construction Building Materials & Supplies**

**BID NO.: 2013-252-12-18-SMA**

**Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	<b>MATT'S CASH &amp; CARRY BUILDING MATERIALS</b> Attn: Isaac D. Smith	BLM/EM	Sandra Montalvo	12/02/13	404 East Expressway 83 Pharr, Texas 78577 Office # <a href="tel:956-787-5589">956-787-5589</a> Store # <a href="tel:956-787-5561">956-787-5561</a> Cell # <a href="tel:956-330-3738">956-330-3738</a> Fax # <a href="tel:956-787-6953">956-787-6953</a> E-mail <a href="mailto:Dxke2099a@aol.com">Dxke2099a@aol.com</a> <a href="http://www.mattsbuildingmaterials.com">www.mattsbuildingmaterials.com</a>
2)	<b>DIAZ FLOORS &amp; INTERIORS, INC.</b> Attn: Andy Diaz/ Rosie Almazan	EMR	Sandra Montalvo	12/04/13	1205 W Polk PHARR, TX (956) 787-0056 (956) 781-7917 fax <a href="mailto:diazfloor8586@sbcglobal.net">diazfloor8586@sbcglobal.net</a>
3)	<b>MCCOY CORPORATION HEADQUARTERS</b> Attn: Jessica McPherson	EMR	Sandra Montalvo	12/05/13	1350 I.H. 35 North P.O. Box 1028 San Marcos, Texas 78667 <a href="tel:512-395-6644">512-395-6644</a> x6203 512-805-4901 <a href="mailto:jessica.mcpherson@mccoys.com">jessica.mcpherson@mccoys.com</a>
4)	<b>VIRTUAL BUILDERS EXCHANGE</b> Attention: Jeannette Olguin or Steve Thomas	EMR	Sandra Montalvo	12/05/13	4047 Naco Perrin, Ste. 100 San Antonio, TX 78217 Phone:210-565-6900 fax:210-564-6901 <a href="mailto:steve@virtualbx.com">steve@virtualbx.com</a>
5)	<b>WILSON CULVERTS, INC.</b> Lillie Williams	EMR	Sandra Montalvo	12/11/13	P.O. Box 940 Elkhart, Texas 75839 800-234-0084 903-764-5605 903-764-2740 fax <a href="mailto:lilliewilliams@wilsonculverts.com">lilliewilliams@wilsonculverts.com</a>
6)					
7)					

\*VIA:

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

E-MAIL REQUEST (EMR)



**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING/ACCEPTANCE BIDDER'S LIST**

Department/Bid Description: **HIDALGO COUNTY-Construction Building Materials & Supplies**

Bid Opening Time: **December 18, 2013 @ 9:30 A.M.**

BID NO.: 2013-252-12-18-SMA

Buyer: Sandra Montalvo

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
1) MATT'S BUILDING MATERIALS	√
2) DIAZ FLOOR & INTERIORS INC.	√
3)	
4)	
5)	
6)	
7)	
8)	

# HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

**Department/Bid Description: HIDALGO COUNTY-Construction Building Materials & Supplies**

**BID NO.: 2013-252-12-18-SMA**

**Bid Opening Time: December 18, 2013 @ 9:30 A.M.**

PARTICIPATING VENDORS									
DESCRIPTION OF ITEMS	MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX				
	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	
	<b>A.) BOARDS (LUMBER)</b>								
1	2 x 4 - pc (92-5/8) WW stud lumber	104	ea.	\$2.59	\$2.59				
2	2 x 4-9 pc (104-5/8) ww/hf stud lumber	1049	ea.	\$3.19	\$3.19				
3	2 x 4-10' pc (116-5/8) ww/hf stud lumber	10410P	ea.	\$3.69	\$3.69				
4	2 x 4-8 std&btr/#2 spf/h stud lumber	1048	ea.	\$2.59	\$2.59				
5	2 x 4-10 std&btr/#2 spf/ stud lumber	10410	ea.	\$3.79	\$3.79				
6	2 x 4-12 std&btr/#2 spf/hf stud lumber	10412	ea.	\$4.79	\$4.79				
7	2 x 4-14 std&btr/#2 spf/ stud lumber	10414	ea.	\$5.79	\$5.79				
8	2 x 4-16 std&btr/#2 spf/hf stud lumber	10416	ea.	\$6.95	\$6.95				
9	2 x 4-18 std&btr/#2 spf/h stud lumber	10418	ea.	\$7.89	\$7.89				
10	2 x 4-20 std&btr #2 spf/hf stud lumber	10420	ea.	\$8.49	\$8.49				
11	2 x 6 - 8 pc (92 5/8) #2 sp lumber	1068P	ea.	\$3.99	\$3.99				
12	2 x 6 - 9 (104 5/8) stud-gp lumber	1069	ea.	\$4.89	\$4.89				
13	2 x 6 - 10 pc (116-5/8) stud lumber	10610P	ea.	\$5.69	\$5.69				
14	2 x 6 - 8 #2 spf/hf/yp lumber	1068	ea.	\$4.19	\$4.19				
15	2 x 6 - 10 #2 spf/hf/yp lumber	10610	ea.	\$5.79	\$5.79				
16	2 x 6 - 12 #2 spf/hf/yp lumber	10612	ea.	\$6.79	\$6.79				
17	2 x 6 - 14 #2 spf/hf/yp lumber	10614	ea.	\$8.09	\$8.09				
18	2 x 6 - 16 #2 spf/hf/yp lumber	10616	ea.	\$9.29	\$9.29				
19	2 x 6 - 18 #2 spf/hf/yp lumber	10618	ea.	\$10.69	\$10.69				
20	2 x 6 - 20 #2 spf/hf/yp lumber	10620	ea.	\$11.49	\$11.49				
21	2 x 6 - 22 #2 spf/hf lumber	10622	ea.	\$16.89	\$16.89				
22	2 x 6 - 24 #2 spf/hf lumber	10624	ea.	\$18.89	\$18.89				
23	2 x 6 - 26 #2 spf/hf lumber	10626	ea.	\$20.49	\$20.49				
24	2 x 8-8 #2 spf/hf/yp lumber	1088	ea.	\$5.89	\$5.89				
25	2 x 8 - 10 #2 spf/hf/yp lumber	10810	ea.	\$7.29	\$7.29				
26	2 x 8 - 12 #2 spf/hf/yp lumber	10812	ea.	\$8.29	\$8.29				
27	2 x 8 - 14 #2 spf/hf/yp lumber	10814	ea.	\$9.79	\$9.79				
28	2 x 8 - 16 #2 spf/hf/yp lumber	10816	ea.	\$11.19	\$11.19				
29	2 x 8 - 18 #2 spf/hf/yp lumber	10818	ea.	\$13.19	\$13.19				
30	2 x 8 - 20 #2 spf/hf/yp lumber	10820	ea.	\$15.69	\$15.69				
31	2 x 8-22 #2 spf/hf/yp lumber	10822	ea.	\$22.69	\$22.69				
32	2 x 8-24 #2 spf/hf/y lumber	10824	ea.	\$27.29	\$27.29				
33	2 x 10-8 #2 spf/hf/yp lumber	10108	ea.	\$6.99	\$6.99				
34	2 x 10-10 #2 spf/hf/yp lumber	101010	ea.	\$8.19	\$8.19				
35	2 x 10-12 #2 spf/hf/yp lumber	101012	ea.	\$10.19	\$10.19				
36	2 x 10-14 #2 spf/hf/yp lumber	101014	ea.	\$12.49	\$12.49				
37	2 x 10-16 #2 spf/hf/yp lumber	101016	ea.	\$14.99	\$14.99				
38	2 x 10-18 #2 spf/hf/yp lumber	101018	ea.	\$15.99	\$15.99				
39	2 x 10-20 #2 spf/hf/yp lumber	101020	ea.	\$19.99	\$19.99				
40	2 x 10-22 #2 spf/hf/yp lumber	101022	ea.	\$24.99	\$24.99				
41	2 x 10-24 #2 spf/hf/yp lumber	101024	ea.	\$27.99	\$27.99				
42	2 x 12-8 #2 spf/hf/yp lumber	10128	ea.	\$10.49	\$10.49				
43	2 x 12-10 #2 spf/hf/yp lumber	101210	ea.	\$13.49	\$13.49				
44	2 x 12-12 #2 spf/hf/yp lumber	101212	ea.	\$15.89	\$15.89				
45	2 x 12-14 #2 spf/hf lumber	101214	ea.	\$20.99	\$20.99				
46	2 x 12-16 #2 spf/hf/yp lumber	101216	ea.	\$22.89	\$22.89				
47	2 x 12-18 #2 spf/hf lumber	101218	ea.	\$26.49	\$26.49				
48	2 x 12-20 #2 spf/hf/yp lumber	101220	ea.	\$32.99	\$32.99				
49	2 x 12-22 #2 spf/hf/yp lumber	101222	ea.	\$34.99	\$34.99				
50	2 x 12-24 #2 spf/hf lumber	101224	ea.	\$35.99	\$35.99				
51	2 x 2-8' wp strip	WP228	ea.	\$2.59	\$2.59				
<b>B.) TREATED BOARDS (LUMBER)</b>									
1	2 x 4-8' treated lumber	2048	ea.	\$3.19	\$3.19				
2	2 x 4-10' treated lumber	20410	ea.	\$4.59	\$4.59				
3	2 x 4-12' treated lumber	20412	ea.	\$5.89	\$5.89				
4	2 x 4-14' treated lumber	20414	ea.	\$6.99	\$6.99				

N/A

N/A

# HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

**Department/Bid Description: HIDALGO COUNTY-Construction Building Materials & Supplies**

**BID NO.: 2013-252-12-18-SMA**

**Bid Opening Time: December 18, 2013 @ 9:30 A.M.**

PARTICIPATING VENDORS									
DESCRIPTION OF ITEMS	MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX				
	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	
	5	2 x 4-16' treated lumber	20416	ea.	\$8.49	\$8.49			
6	2 x 6-8' treated lumber	2068	ea.	\$4.99	\$4.99				
7	2 x 6-10' treated lumber	20610	ea.	\$6.49	\$6.49				
8	2 x 6-12' treated lumber	20612	ea.	\$7.99	\$7.99				
9	2 x 6-14' treated lumber	20614	ea.	\$9.39	\$9.39				
10	2 x 6-16' treated lumber	20616	ea.	\$10.49	\$10.49				
11	2 x 6-20' treated lumber	20620	ea.	\$14.49	\$14.49				
12	2 x 8-8' treated lumber	2088	ea.	\$7.99	\$7.99				
13	2 x 8-10' treated lumber	20810	ea.	\$10.49	\$10.49				
14	2 x 8-12' treated lumber	20812	ea.	\$12.49	\$12.49				
15	2 x 8-14' treated lumber	20814	ea.	\$13.99	\$13.99				
16	2 x 8-16' treated lumber	20816	ea.	\$14.89	\$14.89				
17	2 x 8-20' treated lumber	20820	ea.	\$19.89	\$19.89				
18	2 x 12-8' treated lumber	20128	ea.	\$13.89	\$13.89				
19	2 x 12-12' treated lumber	201212	ea.	\$21.89	\$21.89				
20	2 x 12-16' treated lumber	201216	ea.	\$27.49	\$27.49				
21	2 x 12-20' treated lumber	201220	ea.	\$38.89	\$38.89				
22	4 x 4-8' treated	20448	ea.	\$6.95	\$6.95				
23	4 x 4-10' treated	204410	ea.	\$10.89	\$10.89				
24	4 x 4-12' treated	204412	ea.	\$13.89	\$13.89				
25	4 x 4-14' treated	204414	ea.	\$15.89	\$15.89				
26	4 x 4-16' treated	204416	ea.	\$18.89	\$18.89				
27	4 x 4-20' treated	204420	ea.	\$34.99	\$34.99				
28	4 x 6-8' treated	20468	ea.	\$14.59	\$14.59				
29	4 x 6-10' treated	204610	ea.	\$17.59	\$17.59				
30	4 x 6-12' treated	204612	ea.	\$21.69	\$21.69				
31	4 x 6-14' treated	204614	ea.	\$25.49	\$25.49				
32	4 x 6-16' treated	204616	ea.	\$29.89	\$29.89				
33	4 x 6-20' treated	204620	ea.	\$49.95	\$49.95				
34	6 x 6-8' treated post	20668	ea.	\$21.99	\$21.99				
35	6 x 6-12' treated	206612	ea.	\$35.89	\$35.89				
36	6 x 6-16' treated	206616	ea.	\$45.89	\$45.89				
37	1 x 6-6' #1 3/4" treated fence	20164	ea.	\$1.85	\$1.85				
<b>C.) CEDAR LUMBER</b>									
1	1 x 2-8' #2 cedar	1301208	ea.	\$1.84	\$1.84				
2	1 x 2-10' #2 cedar	13012010	ea.	\$2.30	\$2.30				
3	1 x 2-12' #2 cedar	13012012	ea.	\$2.76	\$2.76				
4	1 x 2-14' #2 cedar	13012014	ea.	\$3.22	\$3.22				
5	1 x 12-10' cedar western red	15112310	ea.	\$24.70	\$24.70				
6	1 x 12-12' cedar western red	15112312	ea.	\$29.88	\$29.88				
7	1 x 12-8' cedar western red	1511238	ea.	\$19.99	\$19.99				
8	1 x 4-8' cedar	151448	ea.	\$3.76	\$3.76				
9	1 x 4-10' cedar	1514410	ea.	\$4.70	\$4.70				
10	1 x 4-12' cedar	1514412	ea.	\$5.64	\$5.64				
11	1 x 6-8' cedar western red	151648	ea.	\$5.60	\$5.60				
12	1 x 6-10' cedar western red	1516410	ea.	\$7.00	\$7.00				
13	1 x 6-12' cedar western red	1516412	ea.	\$8.40	\$8.40				
14	1 x 6-14' cedar western red	1516414	ea.	\$9.80	\$9.80				
15	1 x 6-16' cedar western red	1516416	ea.	\$11.20	\$11.20				
16	1 x 8-8' cedar western red	151858	ea.	\$8.40	\$8.40				
17	1 x 8-10' cedar western red	1518510	ea.	\$10.50	\$10.50				
18	1 x 8-12' cedar western red	1518512	ea.	\$12.60	\$12.60				
19	1 x 8-14' cedar western red	1518514	ea.	\$14.28	\$14.28				
20	1 x 8-16' cedar western red	1518516	ea.	\$17.60	\$17.60				
21	1 x 8-20' cedar western red	1518520	ea.	\$22.00	\$22.00				
22	1 x 6 - 6' 3/4" cedar picket	2016	ea.	\$2.29	\$2.29				
<b>D.) LUMBER (PINE) 1 INCH</b>									
1	1 x 10-10' #2 s4s y.p.	1511020	ea.	\$7.90	\$7.90				
2	1 x 10-8' #2 y.p.	1511028	ea.	\$6.32	\$6.32				
3	1 x 12-10' select w.p.	15112110	ea.	\$17.69	\$17.69				

N/A

N/A

# HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

**Department/Bid Description: HIDALGO COUNTY-Construction Building Materials & Supplies**

**BID NO.: 2013-252-12-18-SMA**

**Bid Opening Time: December 18, 2013 @ 9:30 A.M.**

PARTICIPATING VENDORS									
DESCRIPTION OF ITEMS	MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX				
	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	
	4	1 x 12-12' select w.p.	15112112	ea.	\$21.49	\$21.49			
5	1 x 12-16' select w.p.	15112116	ea.	\$28.90	\$28.90				
6	1 x 12-8' select w.p.	1511218	ea.	\$14.29	\$14.29				
7	1 x 12-16' select fj white pine	15112416	ea.	\$31.84	\$31.84				
8	1 x 12-8' select fj white pine	1511248	ea.	\$16.99	\$16.99				
9	1 x 2-8' select fj white pine	151268	ea.	\$1.45	\$1.45				
10	1 x 2-16' real trim	151RT	ea.	\$3.20	\$3.20				
11	1 x 4-10' #1 s4s y.p.	1514110	ea.	\$3.90	\$3.90				
12	1 x 4-12' #1 s4s y.p.	1514112	ea.	\$4.68	\$4.68				
13	1 x 4-8' #1 s4s y.p.	151418	ea.	\$3.12	\$3.12				
14	1 x 4-10' d-grade y.p. flooring	1514310	ea.	\$5.36	\$5.36				
15	1 x 4-8' d-grade y.p. flooring	151438	ea.	\$4.29	\$4.29				
16	1 x 4-16' select fj white pine	1514516	ea.	\$7.84	\$7.84				
17	1 x 4-8' select fj white pine	151418	ea.	\$3.12	\$3.12				
18	1 x 4-16' real trim	151RT	ea.	\$5.12	\$5.12				
19	1 x 6-10' #1 s4s y.p.	1516110	ea.	\$6.50	\$6.50				
20	1 x 6-12' #1 s4s y.p.	1516112	ea.	\$7.80	\$7.80				
21	1 x 6-8' #1 s4s y.p.	1516118	ea.	\$5.20	\$5.20				
22	1 x 6-10' #2 s4s y.p.	1516210	ea.	\$4.50	\$4.50				
23	1 x 6-12' #2 s4s y.p.	1516212	ea.	\$5.40	\$5.40				
24	1 x 6-14' #2 s4s y.p.	1516214	ea.	\$6.30	\$6.30				
25	1 x 6-16' #2 s4s yp/wp	1516216	ea.	\$7.20	\$7.20				
26	1 x 6-8' #2 s4s y.p.	151628	ea.	\$3.60	\$3.60				
27	1 x 6-12' d-grade #117	1516312	ea.	\$9.69	\$9.69				
28	1 x 6-8' select fj white pine	151658	ea.	\$7.59	\$7.59				
29	1 x 6-12' beaded	1516612	ea.	\$8.40	\$8.40				
30	1 x 6-16' real trim	1516RT	ea.	\$7.84	\$7.84				
31	1 x 8-10' #1 s4s y.p.	1518110	ea.	\$8.30	\$8.30				
32	1 x 8-12' #1 s4s y.p.	1518112	ea.	\$10.20	\$10.20				
33	1 x 8-8' #1 s4s y.p.	151818	ea.	\$6.80	\$6.80				
34	1 x 8-10' #2 s4s y.p.	1518210	ea.	\$6.40	\$6.40				
35	1 x 8-12' #2 s4s y.p.	1518212	ea.	\$7.68	\$7.68				
36	1 x 8-14' #2 s4s y.p.	1518214	ea.	\$8.96	\$8.96				
37	1 x 8-16' #2 s4s y.p.	1518216	ea.	\$10.24	\$10.24				
38	1 x 8-8' #2 s4s y.p.	151282	ea.	\$5.12	\$5.12				
39	1 x 8-10' #2 s/l	1518310	ea.	\$6.50	\$6.50				
40	1 x 8-12' #2 s/l	1518312	ea.	\$7.80	\$7.80				
42	1 x 8-8' #2 s/l	151838	ea.	\$5.20	\$5.20				
43	1 x 8-10' #2 105 y.p siding	1518410	ea.	\$6.90	\$6.90				
44	1 x 8-12' #2 105 y.p siding	1518412	ea.	\$8.28	\$8.28				
45	1 x 8-14' #2 105 y.p siding	1518414	ea.	\$9.66	\$9.66				
46	1 x 8-16' #2 105 y.p siding	1518416	ea.	\$11.04	\$11.04				
47	1 x 8-8' #2 105 y.p siding	151848	ea.	\$5.52	\$5.52				
48	1 x 8-16' select fj white pine	1518616	ea.	\$15.84	\$15.84				
49	1 x 8-8' select fj white pine	151868	ea.	\$10.99	\$10.99				
50	1 x 8-16' real trim	1518RT	ea.	\$13.60	\$13.60				
51	1 x 2-8' wp strip	WP128	ea.	\$1.45	\$1.45				
52	1 x 12-10' #3 w/p	15112210	ea.	\$9.80	\$9.80				
53	1 x 12-12' #3 w.p.	15112212	ea.	\$11.76	\$11.76				
54	1 x 12-14' #3 w/p	15112214	ea.	\$13.72	\$13.72				
55	1 x 12-16' #3 w/p	15112216	ea.	\$15.68	\$15.68				
56	1 x 12-8' #3 w/p	1511228	ea.	\$7.95	\$7.95				
57	1 x 4-10' #3 & better sp	1514210	ea.	\$3.39	\$3.39				
58	1 x 4-12' #3 & better sp	1514212	ea.	\$4.10	\$4.10				
59	1 x 4-14' #3 & better sp	1514214	ea.	\$4.79	\$4.79				
60	1 x 4-16' #3 & better spf	1514216	ea.	\$5.39	\$5.39				
61	1 x 4-8' #3 & better spf	151428	ea.	\$2.59	\$2.59				
62	1 x 12-14' select w.p.	15112114	ea.	\$25.29	\$25.29				
<b>E.) PLYWOOD (REGULAR PLYWOOD)</b>									
1	3/8 pts. plywood	2511	ea.	\$17.99	\$17.99				

# HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

**Department/Bid Description: HIDALGO COUNTY-Construction Building Materials & Supplies**

**BID NO.: 2013-252-12-18-SMA**

**Bid Opening Time: December 18, 2013 @ 9:30 A.M.**

PARTICIPATING VENDORS									
DESCRIPTION OF ITEMS	MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX				
	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	
	2	3/8 cdx plywood	251	ea.	\$15.49	\$15.49			
3	1/2 (15/32) cd plywood	252	ea.	\$16.49	\$16.49				
4	5/8 (19/32) cd plywood	253	ea.	\$19.69	\$19.69				
5	3/4 (23/32) cd plywood	254	ea.	\$25.39	\$25.39				
6	3/4 (23/32) t & g plywood	2541	ea.	\$27.29	\$27.29				
7	4 x 8-1 1/8 t&g	25118	ea.	\$44.99	\$44.99				
<b>FINISH PLYWOOD</b>									
8	4 x 8 1/4 bc plywood	3014	ea.	\$20.29	\$20.29				
9	4 x 8 - 3/8 bc plywood	3038	ea.	\$19.79	\$19.79				
10	4 x 8 - 1/2 bc plywood	3012	ea.	\$25.99	\$25.99				
11	4 x 8 - 5/8 bc plywood	3058	ea.	\$29.99	\$29.99				
12	4 x 8 - 3/4 bc plywood	3034	ea.	\$34.99	\$34.99				
13	4 x 8 - 1/4 birch plywood	3011	ea.	\$22.99	\$22.99				
14	4 x 8 - 3/4 birch cab grade plywood	3013	ea.	\$44.99	\$44.99				
15	4 x 8 - 5/8 birch cab grade plywood	3015	ea.	\$36.99	\$36.99				
16	4 x 8 - 1/4 ash plywood	3021	ea.	\$25.99	\$25.99				
17	4 x 8 - 3/4 ash plywood	3023	ea.	\$54.99	\$54.99				
18	4 x 8 - 1/4 red oak plywood	3041	ea.	\$25.99	\$25.99				
19	4 x 8 - 3/4 red oak plywood	3043	ea.	\$54.99	\$54.99				
20	4 x 8 - 1/8 luan plywood	3068	ea.	\$10.99	\$10.99				
21	4 x 8 - 1/4 luan plywood	30.61	ea.	\$14.99	\$14.99				
22	4 x 8 - 1/2 luan plywood	3062	ea.	\$29.99	\$29.99				
23	4 x 8 - 5/8 luan plywood	3065	ea.	\$34.99	\$34.99				
24	4 x 8 - 3/4 luan plywood	3063	ea.	\$42.99	\$42.99				
25	4 x 8 1/2" mdo plywood	252MDO	ea.	\$39.00	\$39.00				
<b>SIDING PLYWOOD</b>									
26	3/8" 4 x 8 classic beaded siding	2513	ea.	\$22.99	\$22.99				
27	3/8 t-1/11 siding	2512	ea.	\$19.99	\$19.99				
28	5/8-4 t-1/11 siding	2534	ea.	\$27.99	\$27.99				
29	5/8-8" t1-11 siding	25381	ea.	\$27.99	\$27.99				
30	5/8-12 t1-11 siding	25312	ea.	\$28.99	\$28.99				
31	4 x 8-3/8" smart panel	2515	ea.	\$23.59	\$23.59				
<b>OSB PLYWOOD</b>									
32	4 x 8 7/16 osb	2516	ea.	\$8.59	\$8.59				
33	4 x 8-7/16 osb thermo sheet	2516R	ea.	\$11.89	\$11.89				
34	4 x 8-19/32 osb	2531	ea.	\$17.49	\$17.49				
<b>TREATED PLYWOOD</b>									
35	4 x 8 1/2 treated plywood	3012T	ea.	\$25.99	\$25.99				
36	4 x 8 3/4 treated plywood	3034T	ea.	\$32.89	\$32.89				
37	3/4 treated lattice	48T34	ea.	\$20.99	\$20.99				
<b>F.) METAL ROOFING</b>									
1	10' galvanized corrugated iron (31 gauge)	5510	ea.	\$11.45	\$11.45				
2	10' galvanized corrugated ridge roll	5510C	ea.	\$10.59	\$10.59				
3	10'6" green ridge cap	5510GN	ea.	\$17.99	\$17.99				
4	10' plain ridge roll corrugated	5510P	ea.	\$10.59	\$10.59				
5	10'6" red ridge cap	5510RD	ea.	\$17.99	\$17.99				
6	38" x 10' rib panel iron	5510RP	ea.	\$19.75	\$19.75				
7	10'6" white ridge cap	5510WH	ea.	\$17.99	\$17.99				
8	12' galvanized corrugated iron (31 gauge)	5512	ea.	\$13.45	\$13.45				
9	37" x 12' green roof	5512GN	ea.	\$31.25	\$31.25				
10	37" x 12' red roof	5512RD	ea.	\$31.25	\$31.25				
11	38" x 12' rib panel iron	5512RP	ea.	\$23.75	\$23.75				
12	37" x 12' white roof	5512WH	ea.	\$31.25	\$31.25				
13	14' galvanized corrugated iron (31 gauge)	5514	ea.	\$15.95	\$15.95				
14	38" x 14' rib panel iron	5514RP	ea.	\$27.75	\$27.75				
15	16' galvanized corrugated iron (31 gauge)	5516	ea.	\$17.95	\$17.95				
16	37" x 16' green roof	5516GN	ea.	\$41.45	\$41.45				
17	37" x 16' red roof	5516RD	ea.	\$41.45	\$41.45				
18	38" x 16' rib panel iron	5516RP	ea.	\$30.75	\$30.75				

N/A

**HIDALGO COUNTY PURCHASING DEPARTMENT  
TABULATION SHEET**

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**BID NO.: 2013-252-12-18-SMA**

**Bid Opening Time: December 18, 2013 @ 9:30 A.M.**

DESCRIPTION OF ITEMS		PARTICIPATING VENDORS							
		MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX			
		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
19	37"" x 16' white roof	5516WH	ea.	\$41.45	\$41.45				
20	6' galvanized corrugated iron (31 gauge)	556	ea.	\$6.95	\$6.95				
21	8' galvanized corrugated iron (31 gauge)	558	ea.	\$8.95	\$8.95				
22	37"" x 8' green roof	558GN	ea.	\$20.75	\$20.75				
23	37"" x 8' red roof	558RD	ea.	\$20.75	\$20.75				
24	38"" x 8' rib panel iron	558RP	ea.	\$15.75	\$15.75				
25	37"" x 8' white roof	558WH	ea.	\$20.75	\$20.75				
26	10' corner green	55CGN	ea.	\$21.99	\$21.99				
27	10' corner red	55CRD	ea.	\$21.90	\$21.90				
28	10' corner white	55CWH	ea.	\$21.90	\$21.90				
29	10'6"" eve red	55ERD	ea.	\$17.99	\$17.99				
30	10'6"" eve white	55EWH	ea.	\$19.99	\$19.99				
<b>G.) MASONRY CEMENT</b>									
1	Concrete mix (80 lbs.)	851	ea.	\$3.29	\$3.29				
2	Sand & cement mix (80 lbs.)	852	ea.	\$3.99	\$3.99				
3	mortar mix (60lbs.)	853	ea.	\$3.95	\$3.95				
4	lime 50# bag (50lbs.)	854	ea.	\$6.99	\$6.99				
5	Portland cement (92.59 lbs)	855	ea.	\$8.49	\$8.49				
6	masonry cement (70.55 lbs)	856	ea.	\$7.39	\$7.39				
7	white Portland cement (92.59 lbs)	857	ea.	\$18.99	\$18.99				
8	white masonry cement (70.55 lbs)	858	ea.	\$14.99	\$14.99				
9	all-purpose sand-70# (70 lbs)	859	ea.	\$3.29	\$3.29				
<b>H.) FIBER CEMENT</b>									
1	5/16 x 8 1/4 x 12' f/cmmt facia	25512F	ea.	\$5.29	\$5.29				
2	5/16 - 4 x 8 8"" oc fiber cement siding	25581	ea.	\$21.99	\$21.99				
3	5/16 - 4 x 8 fiber cement stucco siding	25582	ea.	\$23.99	\$23.99				
4	5/16 - 4 x 8 texture fiber cement siding	25548C	ea.	\$21.99	\$21.99				
5	12"" x 12' f/c cemplank classic lap siding	25512C	ea.	\$7.59	\$7.59				
6	8 1/4"" x 12' f/c cemplank classic lap siding	255814C	ea.	\$5.29	\$5.29				
7	8 1/4"" x 12' f/c hardiplank colonial lap siding	255814H	ea.	\$6.99	\$6.99				
8	16" x 12' f/c cedarmill vented hardisoffit	25516H	ea.	\$17.99	\$17.99				
9	3 1/2"" x 12' x 7/16"" f/c cemtrim	2554716C	ea.	\$5.89	\$5.89				
10	7 1/4"" x 12' x 3/4"" f/c rustic hardietrim	25588H	ea.	\$19.75	\$19.75				
11	4 x 8 f/c cemplank 8" o.c.	255488C	ea.	\$21.99	\$21.99				
12	4' x 8' x 5/16" f/c cemplank cedarmill	25548C	ea.	\$21.99	\$21.99				
13	3 1/2" x 12' x 3/4" f/c rustic hardietrim	2554H	ea.	\$9.89	\$9.89				
14	5 1/2"" x 12' x 3/4"" f/c rustic hardietrim	2556H	ea.	\$14.99	\$14.99				
<b>I.) NAILS</b>									
<b>FINISH NAILS</b>									
1	16d eg finish	----	LB.	-----	-----				
2	3d eg finish	763F	LB.	\$1.99	\$1.99				
3	8d bright finish	758F	LB.	\$1.79	\$1.79				
4	4d eg finish	764F	LB.	\$1.99	\$1.99				
5	3d bright finish	753F	LB.	\$1.59	\$1.59				
6	4d bright finish	754F	LB.	\$1.59	\$1.59				
7	16d bright finish	7516F	LB.	\$1.79	\$1.79				
8	6d bright finish	756F	LB.	\$1.79	\$1.79				
9	6d hg finish	766F	LB.	\$1.99	\$1.99				
10	8d eg finish	768F	LB.	\$1.99	\$1.99				
<b>ROOFING NAILS</b>									
11	large tincaps	5057	LB.	\$1.15	\$1.15				
12	1-1/2"" eg roofing nails	5112R	LB.	\$1.59	\$1.59				
13	1-1/4"" eg roofing nails	5114R	LB.	\$1.59	\$1.59				
14	1-3/4"" plastic cap nail	5134C	LB.	\$2.99	\$2.99				
15	1-3/4"" eg rs neo roofing nail	5134R	LB.	\$1.59	\$1.59				
16	1"" eg roofing nails	51R	LB.	\$1.59	\$1.59				
17	2"" eg roofing nails	52R	LB.	\$1.59	\$1.59				

N/A

N/A

N/A

# HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

Department/Bid Description: **HIDALGO COUNTY-Construction Building Materials & Supplies**

**BID NO.: 2013-252-12-18-SMA**

**Bid Opening Time: December 18, 2013 @ 9:30 A.M.**

PARTICIPATING VENDORS									
DESCRIPTION OF ITEMS	MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX				
	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	
	18	3/4" grip cap-plastic roofing	534C	LB.	\$2.99	\$2.99			
19	3/4" eg roofing nails	534R	LB.	\$1.59	\$1.59				
20	1-3/4" brt rs lead head roofing	5525	LB.	\$3.59	\$3.59				
21	1-3/4" neoprene washer roofing nails	5526	LB.	\$2.59	\$2.59				
22	1 1/2" ths flu masonry	75112	LB.	\$1.99	\$1.99				
23	12 x 1-1/2" galv hwh s/d w/neo-washer	112SDS	LB.	\$5.99	\$5.99				
24	12-14 x 2" galv hwh s/d w/neo-washer	2SDS	LB.	\$5.59	\$5.59				
25	2 1/2" ths flu masonry	75212	LB.	\$1.99	\$1.99				
<b>SHEETROCK NAILS</b>									
26	1 3/8" sheetrock galvanized nails	759LB	LB.	\$1.59	\$1.59				
<b>GALVANIZED NAILS</b>									
27	16d hg box	7616B	LB.	\$1.99	\$1.99				
28	16d hg common	7616C	LB.	\$1.99	\$1.99				
29	6d hg box	766B	LB.	\$1.99	\$1.99				
30	6d hg common	766C	LB.	\$1.99	\$1.99				
31	8d hg box	768B	LB.	\$1.99	\$1.99				
32	8d hg common	768C	LB.	\$1.99	\$1.99				
<b>REGULAR NAILS</b>									
33	16d bright box	7516B	LB.	\$1.25	\$1.25				
34	16d bright common	7516C	LB.	\$1.25	\$1.25				
35	30d bright common	7530C	LB.	\$1.59	\$1.59				
36	60d bright common	7560C	LB.	\$1.59	\$1.59				
37	6d bright box	756B	LB.	\$1.25	\$1.25				
38	6d bright common	756C	LB.	\$1.25	\$1.25				
39	8d bright box	758B	LB.	\$1.59	\$1.59				
40	8d bright common	758C	LB.	\$1.25	\$1.25				
41	8d duplex nails	7708	LB.	\$1.69	\$1.69				
42	10d coated sinker	7710C	LB.	\$1.69	\$1.69				
43	12d coated sinker	7712C	LB.	\$1.69	\$1.69				
44	16d bright duplex nails	77161	LB.	\$1.69	\$1.69				
45	16d coated sinker	7716C	LB.	\$1.69	\$1.69				
46	8d coated sinker	778C	LB.	\$1.69	\$1.69				
<b>J.) WEDGE ANCHOR</b>									
1	1/2 x 2-3/4" wedge anchor	WA12234	ea.	\$1.29	\$1.29				
2	1/2 x 3-3/4" wedge anchor	WA12334	ea.	\$1.29	\$1.29				
3	1/2 x 4-1/2" wedge anchor	WA12412	ea.	\$1.29	\$1.29				
4	1/2 x 5-1/2" wedge anchor	WA12512	ea.	\$1.59	\$1.59				
5	1/2 x 7" wedge anchor	WA127	ea.	\$1.99	\$1.99				
6	1/4 x 1-3/4" wedge anchor	WA14134	ea.	\$.59	\$.59				
7	1/4 x 2-1/4" wedge anchor	WA14214	ea.	\$.79	\$.79				
8	1/4 x 3-1/4" wedge anchor	WA14314	ea.	\$.79	\$.79				
9	3/8 x 2-1/4" wedge anchor	WA38214	ea.	\$.99	\$.99				
10	3/8 x 3" wedge anchor	WA383	ea.	\$.99	\$.99				
11	3/8 x 3-3/4" wedge anchor	WA38334	ea.	\$.99	\$.99				
12	3/8 x 5" wedge anchor	WA385	ea.	\$1.09	\$1.09				
13	5/8 x 3-1/2" wedge anchor	WA58312	ea.	\$1.39	\$1.39				
14	5/8 x 4 1/2" wedge anchor	WA58412	ea.	\$1.69	\$1.69				
15	5/8 x 5" wedge anchor	WA585	ea.	\$1.69	\$1.69				
16	5/8 x 6" wedge anchor	WA586	ea.	\$2.19	\$2.19				
17	5/8 x 7" wedge anchor	WA587	ea.	\$3.69	\$3.69				
<b>K.) SCREWS</b>									

N/A

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PARTICIPATING VENDORS									
DESCRIPTION OF ITEMS	MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX				
	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	
	<b>EXTERIOR SCREWS</b>								
1	1 1/4" primeguard ten exterior screws 1lb	52832	ea.	\$4.49	\$4.49				
2	1 1/4" primeguard ten exterior screws 5lb	52833	ea.	\$18.49	\$18.49				
3	1 5/8" primeguard ten exterior screws 1lb	52837	ea.	\$4.49	\$4.49				
4	1 5/8" primeguard ten exterior screws 5lb	52838	ea.	\$18.49	\$18.49				
5	1 5/8" primeguard ten exterior screws 5m	52839	ea.	\$59.99	\$59.99				
6	1 5/8" exterior screws 25 lbs.	52839	ea.	\$59.99	\$59.99				
7	2" primeguard ten exterior screws 1lb	52842	ea.	\$4.49	\$4.49				
8	2" primeguard ten exterior screws 5lb	52843	ea.	\$18.49	\$18.49				
9	2 1/2" primeguard ten exterior screws 1lb	52848	ea.	\$4.49	\$4.49				
10	2 1/2" primeguard ten exterior screws 5lb	52849	ea.	\$18.49	\$18.49				
11	3" primeguard ten exterior screws 1lb	52853	ea.	\$4.49	\$4.49				
12	3" primeguard ten exterior screws 5lb	52854	ea.	\$18.49	\$18.49				
13	3" primeguard ten exterior screws 2m (25 lbs)	52855	ea.	\$59.99	\$59.99				
14	3 1/2" primeguard ten exterior screws 1lb	52858	ea.	\$4.49	\$4.49				
15	3 1/2" primeguard ten exterior screws 5lb	52859	ea.	\$18.49	\$18.49				
<b>DRYWALL SCREWS</b>									
16	1-1/4" coarse thread drywall screws 25lb	51102	ea.	\$59.99	\$59.99				
17	1-5/8" coarse thread drywall screws 25 lbs	51104	ea.	\$49.99	\$49.99				
18	2" coarse thread drywall screws 25 lbs	51105	ea.	\$49.99	\$49.99				
19	2-1/2" coarse thread drywall screws 25 lbs.	51106	ea.	\$49.99	\$49.99				
20	3" coarse thread drywall screws 25 lbs	51108	ea.	\$49.99	\$49.99				
21	1" coarse thread drywall screws 1lb	51469	ea.	\$3.99	\$3.99				
22	1-1/8" coarse thread drywall screws 1lb	51470	ea.	\$3.99	\$3.99				
23	1-1/4" coarse thread drywall screws 1lb	51471	ea.	\$3.99	\$3.99				
24	1-5/8" coarse thread drywall screws 1lb	51473	ea.	\$3.99	\$3.99				
25	2" coarse thread drywall screws 1lb	51474	ea.	\$3.99	\$3.99				
26	2-1/2" coarse thread drywall screws 1lb	51476	ea.	\$3.99	\$3.99				
27	3" coarse thread drywall screws 1lb	51477	ea.	\$3.99	\$3.99				
28	1" coarse thread drywall screws 5lbs	51478	ea.	\$17.99	\$17.99				
29	1-1/8" coarse thread drywall screws 1lb	51470	ea.	\$3.99	\$3.99				
30	1-1/4" coarse thread drywall screws 5lbs	51480	ea.	\$17.99	\$17.99				
31	1-5/8" coarse thread drywall screws 5lbs	51482	ea.	\$17.99	\$17.99				
32	2" coarse thread drywall screws 5lbs	51483	ea.	\$17.99	\$17.99				
33	2-1/2" coarse thread drywall screws 5lb	51485	ea.	\$17.99	\$17.99				
34	3" coarse thread drywall screws 5lbs	51486	ea.	\$17.99	\$17.99				
35	3-1/2" coarse thread drywall screws 5lbs	51487	ea.	\$17.99	\$17.99				
36	3-1/2" coarse thread drywall screws 1lb	52997	ea.	\$3.99	\$3.99				
<b>L.) COMMERCIAL TILE</b>									
1	vct-1/8" 12" x 12" commercial shadow blue 45sf	51807	ea.	\$29.99	\$29.99	standard Armstrong	ea.	\$45.00bx	\$45.00bx
2	vct-1/8" 12" x 12" commercial cool wht 45sf	51899	ea.	\$29.99	\$29.99	standard Armstrong	ea.	\$45.00bx	\$45.00bx
3	vct-1/8" 12" x 12" commercial tile 45sf	51903	ea.	\$29.99	\$29.99	standard color Armstrong	ea.	\$45.00bx	\$45.00bx
4	vct-1/8" 12" x 12" commercial tile 45sf	51906	ea.	\$29.99	\$29.99	Premium color Armstrong	ea.	\$190.00bx	\$190.00bx
5	vct-1/8" 12" x 12" commercial tile black 45sf	51910	ea.	\$29.99	\$29.99	Premium Armstrong	ea.	\$150.00bx	\$150.00bx
6	vct-1/8" 12" x 12" commercial tile white 45sf	51911	ea.	\$29.99	\$29.99	Premium Armstrong	ea.	\$190.00bx	\$190.00bx
7	vct-1/8" 12x12 commercial sandy beach 45sf	51929	ea.	\$29.99	\$29.99	standard Armstrong	ea.	\$45.00bx	\$45.00bx
8	vct-1/8" 12x12 commercial ivory 45sf	51507	ea.	\$29.99	\$29.99	Premium Armstrong	ea.	\$190.00bx	\$190.00bx
9	vct-1/8" 12" x 12" commercial cique wht 45sf	52513	ea.	\$29.99	\$29.99	standard	ea.	\$45.00bx	\$45.00bx

N/A



# HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

**Department/Bid Description: HIDALGO COUNTY-Construction Building Materials & Supplies**

**BID NO.: 2013-252-12-18-SMA**

**Bid Opening Time: December 18, 2013 @ 9:30 A.M.**

PARTICIPATING VENDORS									
DESCRIPTION OF ITEMS	MATT'S BUILDING MATERIALS Pharr, Texas					DIAZ FLOORS & INTERIORS, INC. PHARR, TX			
	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
	10	vct-1/8" 12" x 12" commercial jubilee wht 45sf	52514	ea.	\$29.99	\$29.99	Armstrong standard Armstrong	ea.	\$45.00bx
11	vct-1/8" 12x12 commercial imperial nougat 45sf	57501	ea.	\$29.99	\$29.99	standard Armstrong	ea.	\$45.00bx	\$45.00bx
12	vct-1/8" 12x12 commercial chocolate 45sf	57504	ea.	\$29.99	\$29.99	standard Armstrong	ea.	\$45.00bx	\$45.00bx
<b>M.) INSULATION</b>									
1	r13 x 15 insulation (88.12sq ft/bag)	801315	ea.	\$28.99	\$28.99	N/A			
2	r13 x 23 insulation (120.11sq ft/roll)	801323	ea.	\$41.99	\$41.99				
3	r30 x 16 insulation (53.33sq ft/roll)	803015	ea.	\$33.99	\$33.99				
4	r30 x 24 insulation (80 sq ft/roll)	803024	ea.	\$53.99	\$53.99				
5	r11 x 15 insulation (88.12 sq ft/roll)	80315	ea.	\$22.49	\$22.49				
6	r11 x 15 ins mini roll (50 sq ft)	80315m	ea.	\$14.99	\$14.99				
7	r11 x 15 mini-roll insulation(40sq ft/roll)	80315m	ea.	\$10.99	\$10.99				
8	r11 x 23 insulation (135.12 sq ft/roll)	80323	ea.	\$34.99	\$34.99				
9	r19 x 15 insulation(48.96 sq ft/roll)	80615	ea.	\$20.99	\$20.99				
10	r19 x 23 insulation(75.07 sq ft/roll)	80623	ea.	\$29.99	\$29.99				
<b>N.) MOLDING</b>									
<b>FJ MOLDING</b>									
1	14' fj 2 1/8 colonial trim m-acol218fj	13020514	ea.	\$3.95	\$3.95	N/A			
2	7' fj 2 1/8 colonial trim	1302057	ea.	\$1.99	\$1.99				
3	10' 2-1/8" hw wedge case a	13010110	ea.	\$5.99	\$5.99				
4	14' 2-1/8" hw wedge case a	13010114	ea.	\$8.26	\$8.26				
5	7' 2-1/8" hw wedge case a	1301017	ea.	\$4.15	\$4.15				
<b>ASH MOLDING</b>									
6	1 x 1 1/2" -8' ash rail	151128	ea.	\$6.59	\$6.59	N/A			
7	1 x 2-ash #1 s4s	1521	ln. ft.	\$.79	\$.79				
8	1" x 2 1/2" -8' ash rail	152128	ea.	\$8.99	\$8.99				
9	ash rail 1 x 2" - 8ft.	15218	ea.	\$7.59	\$7.59				
10	ash rail 2 1/2" x 8'	152212	ea.	\$7.99	\$7.99				
11	1" x 2" -8' ash rail	15228	ea.	\$6.25	\$6.25				
12	ash rail 3" x 8'	15238	ea.	\$6.25	\$6.25				
13	1" x 3" -8' ash rail	1538	ea.	\$10.99	\$10.99				
14	1 x 4 - ash #1 s4s	1541	ln. ft.	\$2.09	\$2.09				
15	1" x 4" -8' ash rail	1548	ea.	\$13.99	\$13.99				
16	1 x 6 - ash - #1 s4s	1561	ln. ft.	\$3.25	\$3.25				
17	1" x 6" -8' ash rail	1568	ea.	\$22.99	\$22.99				
18	1 x 8 - ash - #1 s4s	1581	ln. ft.	\$3.99	\$3.99				
19	1" x 8" - 8' ash rail	1588	ea.	\$29.99	\$29.99				
20	ash crown 4 1/4" x 8'	5544310803	ea.	\$17.99	\$17.99				
21	ash crown 2 7/8" x 8'	5544310804	ea.	\$9.99	\$9.99				
22	ash crown 1 5/8" x 8'	5544310805	ea.	\$5.69	\$5.69				
23	ash pm6 3/4" x 8'	5544310806	ea.	\$5.99	\$5.99				
24	ash fluted 5 1/4" x 8'	5544310813	ea.	\$15.75	\$15.75				
25	ash fluted 3 1/2" x 8'	5544310814	ea.	\$11.25	\$11.25				
26	ash lip 1 5/8" x 8'	5544310815	ea.	\$6.59	\$6.59				
27	ash lip 1 1/4" x 8'	5544310816	ea.	\$5.95	\$5.95				
28	ash 8' door stop	5544310817	ea.	\$4.59	\$4.59				
29	ash o/corner 3/4" x 8'	5544310818	ea.	\$5.59	\$5.59				
30	ash core 3/4" x 8'	5544310820	ea.	\$5.59	\$5.59				
31	ash rail 2" x 8'	5544310821	ea.	\$6.99	\$6.99				
32	ash rail 2 1/2" x 8'	5544310822	ea.	\$7.99	\$7.99				
33	ash rail 3" x 8'	5544310823	ea.	\$10.99	\$10.99				
34	ash pm7 x 8'	5544310827	ea.	\$7.99	\$7.99				
35	ash o/corner 1" x 8'	5544310828	ea.	\$7.59	\$7.59				
36	ash base 3 1/2" x 8'	5544310833	ea.	\$9.99	\$9.99				

# HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

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**BID NO.: 2013-252-12-18-SMA**

**Bid Opening Time: December 18, 2013 @ 9:30 A.M.**

DESCRIPTION OF ITEMS		PARTICIPATING VENDORS							
		MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX			
		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
37	ash base 2 1/2" x 8'	5544310836	ea.	\$6.59	\$6.59				
38	ash rail 1 1/2" x 8'	5544310838	ea.	\$6.25	\$6.25				
39	tm40 7' 2 1/4 ash col case	5544310840	ea.	\$5.99	\$5.99				
40	ash pm1 x 8'	5544310842	ea.	\$6.95	\$6.95				
41	8' x 3/4 ash screen 45" moulding	5544310844	ea.	\$4.95	\$4.95				
42	ash ch/rail 5 1/4" x 8'	5544310846	ea.	\$19.99	\$19.99				
43	ash 8' x 3/4 qt rnd moulding	5544310858	ea.	\$5.95	\$5.95				
44	ash ch/mould 3 1/2" x 8'	5544310870	ea.	\$12.75	\$12.75				
45	4 1/8 x 8' ash dentil crown	5544310871	ea.	\$23.99	\$23.99				
46	4 1/8 x 8' ash rope crown moulding	5544310872	ea.	\$27.99	\$27.99				
47	3/4 x 8' ash rope moulding	5544310873	ea.	\$11.99	\$11.99				
48	3/4 x 8' ash dentil moulding	5544310874	ea.	\$8.99	\$8.99				
49	4 1/8 x 8' ash crown	5544310875	ea.	\$15.99	\$15.99				
50	3 1/4 x 8' ash rope crown moulding	5544310877	ea.	\$21.59	\$21.59				
<b>O.) STAIN / GLOSS</b>									
1	gal. cherry 116	11613	ea.	\$27.99	\$27.99				
2	gal. dk. mahogany 118	11813	ea.	\$27.99	\$27.99				
3	gal. salem maple 110	11013	ea.	\$27.99	\$27.99				
4	1gl colonial pine stain	10913	ea.	\$27.99	\$27.99				
5	quick dry zar gal. 20413	20413	ea.	\$35.99	\$35.99				
6	gal. modern walnut 115	111513	ea.	\$27.99	\$27.99				
7	gal. walnut 111	11113	ea.	\$27.99	\$27.99				
8	gal. fruitwood 113	11313	ea.	\$27.99	\$27.99				
9	oil-based wood 114 prov 1gal	11413	ea.	\$27.99	\$27.99				
10	gal. modern walnut 115	11513	ea.	\$27.99	\$27.99				
11	honey maple 1gl	11713	ea.	\$27.99	\$27.99				
12	gal mocha wood stain 11913	11913	ea.	\$27.99	\$27.99				
13	gal teak natural 120	12013	ea.	\$27.99	\$27.99				
14	wood stain 123 moorish teak	12313	ea.	\$27.99	\$27.99				
15	wood stain 124 rosewood	12413	ea.	\$27.99	\$27.99				
16	wood stain early American	12813	ea.	\$27.99	\$27.99				
17	wood stain aged varnish	12913	ea.	\$27.99	\$27.99				
18	1gl wood stain driftwood	13013	ea.	\$27.99	\$27.99				
19	white oak 1gl	13713	ea.	\$27.99	\$27.99				
20	gal. Spanish oak 138	13813	ea.	\$27.99	\$27.99				
21	gal. country white 13913	13913	ea.	\$27.99	\$27.99				
22	gal merlot wood stain 14013	14013	ea.	\$27.99	\$27.99				
23	gal black onyx black 12113	12113	ea.	\$27.99	\$27.99				
24	gal zar ultra Max omu gloss	36013	ea.	\$45.99	\$45.99				
25	zar ultra max satin gl. 36213	36213	ea.	\$45.99	\$45.99				
26	ultra semi-gloss zar 33013	33013	ea.	\$35.99	\$35.99				
27	ultra clear gloss (1gal) 32813	32813	ea.	\$37.99	\$37.99				
28	interior/exterior clear base alkyd gloss (dp58157)	27656	ea.	\$26.99	\$26.99				
29	Interior/exterior white alkyd gloss (dp58101) 1 gal.	21201	ea.	\$26.99	\$26.99				
30	Interior/exterior black alkyd gloss (dp58103) 1 gal.	21204	ea.	\$26.99	\$26.99				
31	Interior/exterior safety red alkyd gloss (dp58106) 1 gal.	21206	ea.	\$54.99	\$54.99				
32	interior/exterior high hide base alkyd gloss (dp58149)	22007	ea.	\$26.99	\$26.99				
33	Interior/exterior deep base alkyd gloss (dp58153) 1 gal.	22013	ea.	\$26.99	\$26.99				
34	interior/exterior ultra deep base alkyd gloss (dp58155)	22016	ea.	\$26.99	\$26.99				
35	zar wood patch oak pt 31041	31041	ea.	\$2.99	\$2.99				
36	zar wood patch 1/2pt 30906	30906	ea.	\$4.59	\$4.59				
37	zar wood patch 1pt. 30911	30911	ea.	\$5.99	\$5.99				
38	qt zar neutral wood patch 30912	30912	ea.	\$9.99	\$9.99				
39	qt. red oak wood patch 31012	31012	ea.	\$9.99	\$9.99				
<b>P.) PAINT / PRIMER</b>									

N/A

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PARTICIPATING VENDORS									
DESCRIPTION OF ITEMS		MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX			
		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
1	Interior/exterior - white base (dr23649) 1 gal.	51309	ea.	\$20.99	\$20.99	N/A			
2	Interior/exterior - white base (dr23649) 5 gal.	51311	ea.	\$99.99	\$99.99				
3	bar-ox shop & field alkyd metal primer red oxi dp27118)	21187	ea.	\$26.99	\$26.99				
4	primer drywall- (drn54301) 5gal	59222	ea.	\$45.99	\$45.99				
5	primer kilz 2 latex 5gl	20000	ea.	\$84.99	\$84.99				
6	primer kilz 2 latex gl	20001	ea.	\$16.99	\$16.99				
<b>Q.) PAINT THINNER / REMOVER</b>									
1	paint thinner in plastic can	3019294400	ea.	\$9.29	\$9.29	N/A			
2	qt semi-paste paint remover	3019200315	ea.	\$9.99	\$9.99				
3	gal semi-paste paint remover	3019200325	ea.	\$26.99	\$26.99				
4	qt creamy paint stripper	3019200615	ea.	\$5.99	\$5.99				
5	gal creamy paint stripper	3019200625	ea.	\$16.99	\$16.99				
6	qt acetone thinner	3019201815	ea.	\$3.49	\$3.49				
7	gal acetone thinner	3019201825	ea.	\$13.99	\$13.99				
8	xylol solvent/toluene sub qt	3019202415	ea.	\$4.99	\$4.99				
9	gal xylox solvent/toluene sub	3019202425	ea.	\$12.99	\$12.99				
10	denatured alcohol thinner	3019202615	ea.	\$12.99	\$12.99				
11	denatured alcohol thinner	3019202625	ea.	\$7.99	\$7.99				
12	qt vmp naphtha thinner	3019204615	ea.	\$5.99	\$5.99				
13	gal vmp naphtha thinner	3019204624	ea.	\$11.99	\$11.99				
14	qt gum turpentine	3019206915	ea.	\$7.79	\$7.79				
15	gal gum turpentine	3019206925	ea.	\$27.99	\$27.99				
16	quart mek thinner	3019207115	ea.	\$7.39	\$7.39				
17	18oz int/ext paint stripper	3019207299	ea.	\$5.49	\$5.49				
18	semi-paste adhesive remover	3019207825	ea.	\$22.99	\$22.99				
19	18oz. graffiti remover ega166	3019216698	ea.	\$7.99	\$7.99				
20	graffiti remover can	9394530672	ea.	\$6.99	\$6.99				
21	qt lacquer thinner	3019217015	ea.	\$3.99	\$3.99				
22	gal lacquer thinner	3019217025	ea.	\$13.99	\$13.99				
23	qt sprayable paint remover	3019222115	ea.	\$8.99	\$8.99				
24	gal paint remover spray	3019222125	ea.	\$26.99	\$26.99				
25	phosphoric prep & etch gallon	3019230220	ea.	\$16.99	\$16.99				
26	mineral spirits quart odorless	3019294005	ea.	\$4.49	\$4.49				
27	mineral spirits odorless	3019294006	ea.	\$13.19	\$13.19				
<b>R.) PAINT BRUSHES &amp; ACCESSORIES</b>									
1	rc142 1/4" nap	7708914212	ea.	\$2.09	\$2.09	N/A			
2	rc143 3/8" nap	7708914312	ea.	\$1.99	\$1.99				
3	rc144 1/2" nap	7708914412	ea.	\$2.59	\$2.59				
4	rc145 3/4 nap	7708914512	ea.	\$2.59	\$2.59				
5	rc146 1" nap	7708914612	ea.	\$2.09	\$2.09				
6	rc147 1 1/4" nap	7708914712	ea.	\$2.59	\$2.59				
7	1/2" chip brush white bristle	7708915000	ea.	\$.39	\$.39				
8	1" chip brush white bristle	7708915001	ea.	\$.49	\$.49				
9	1.5 chip brush white china	7708915002	ea.	\$.59	\$.59				
10	2" chip brush white china	7708915003	ea.	\$.79	\$.79				
11	2.5 chip brush white china	7708915004	ea.	\$.89	\$.89				
12	3" chip brush white china	7708915005	ea.	\$.99	\$.99				
13	4" chip paint brush	7708915007	ea.	\$2.69	\$2.69				
14	3" poly blend brush	7708911600	ea.	\$5.99	\$5.99				
15	1-1/2 poly blend brush	7708911602	ea.	\$3.99	\$3.99				
16	2" poly blend brush	7708911603	ea.	\$3.99	\$3.99				
17	2-1/2" all paints brush	7708911604	ea.	\$4.09	\$4.09				
18	4" poly blend brush	7708911607	ea.	\$7.99	\$7.99				
19	1-1/2 2160 poly blend brush	7708921602	ea.	\$3.99	\$3.99				
20	2" 2160 poly blend brush	7708921603	ea.	\$3.99	\$3.99				
21	2-12" 2160 poly blend brush	7708921604	ea.	\$4.99	\$4.99				
22	3in sash brush angular	7708921605	ea.	\$5.99	\$5.99				
23	1" 2163 poly blend brush	7708921631	ea.	\$2.99	\$2.99				

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DESCRIPTION OF ITEMS	MATT'S BUILDING MATERIALS Pharr, Texas				DIAZ FLOORS & INTERIORS, INC. PHARR, TX				
	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	
	24	2"" 2168 poly blend brush	7708921683	ea.	\$3.99	\$3.99			
25	3" 3/16 wap roller	7708910005	ea.	\$1.29	\$1.29				
26	11" mini roller	7708910011	ea.	\$1.19	\$1.19				
27	rc100 3/16" nap roller	7708910012	ea.	\$2.99	\$2.99				
28	mr100 4"" fabric 2pk refill	7708910024	ea.	\$3.99	\$3.99				
29	6"" twin pack fabric	7708910026	ea.	\$3.49	\$3.49				
30	shoe handle wire brush 300	7708930000	ea.	\$1.29	\$1.29				
31	300sc cp wire brush	7708930001	ea.	\$1.99	\$1.99				
32	3"" mini roller & tray set rs300	7708930002	ea.	\$3.99	\$3.99				
33	mr300 4"" fabric refill	7708930004	ea.	\$2.99	\$2.99				
34	3"" trim roller w/frame	7708930005	ea.	\$1.99	\$1.99				
35	4"" 2pack paint roller cover mr300-2	7708930024	ea.	\$2.29	\$2.29				
36	6"" 2pack paint roller cover (white) mr300-2	7708930029	ea.	\$4.89	\$4.89				
<b>S.) ADHESIVES</b>									
1	gal muriatic acid	179260001	ea.	\$4.99	\$4.99				
2	carp. wood glue 4fl. oz	2600000700	ea.	\$1.99	\$1.99				
3	carp. wood glue 8fl. oz	2600000701	ea.	\$2.99	\$2.99				
4	carp. wood glue 16fl. oz	2600000702	ea.	\$4.59	\$4.59				
5	carp. wood glue qt.	2600000704	ea.	\$6.99	\$6.99				
6	carp. wood glue gal.	2600000705	ea.	\$17.99	\$17.99				
7	concrete bondr qt. bottle	2600000862	ea.	\$7.99	\$7.99				
8	projects construction adhesive 10oz (liquid nails)	2207860172	ea.	\$1.99	\$1.99				
9	10.5oz pan mol adhesive	2207891072	ea.	\$2.99	\$2.99				
10	heavy duty adhesive 10oz (liquid nails)	2207819072	ea.	\$2.49	\$2.49				
11	white 100% silicone 0816	7533900816	ea.	\$3.99	\$3.99				
12	caulking gun, 1/10 ratchet	7667060111	ea.	\$2.49	\$2.49				
13	series 6000 1/10 smooth caulking gun	770896000	ea.	\$2.49	\$2.49				
14	series 6004p 1/10 smooth rotating barrel caulking gun	7708960041	ea.	\$5.99	\$5.99				
15	10.1oz gp white acrylic caulk 0736	7533900736	ea.	\$ .99	\$ .99				
16	5gl galv. bucket grid	7708941612	ea.	\$1.99	\$1.99				
<b>T.) SANDPAPER</b>									
1	wet or dry tri-m-ite	5114402000	ea.	\$.69	\$.69				
2	3m garnet paper coat 220A	5114410002	ea.	\$.39	\$.39				
3	wet or dry tri-m-ite	5114402002	ea.	\$.69	\$.69				
4	9"" x 11"" sheet garnet paper 180A	5114410003	ea.	\$.39	\$.39				
5	wet or dry tri-m-ite a&c	5114402004	ea.	\$.69	\$.69				
6	110n sandpaper	5114410004	ea.	\$.39	\$.39				
7	wet & dry sandpaper	5114402007	ea.	\$.69	\$.69				
8	3m garnet paper 9 x 11 120c	5114410031	ea.	\$.59	\$.59				
9	9 x 11"" sheet wet or dry	5114402014	ea.	\$.89	\$.89				
10	3m garnet paper open coat 100c	5114410032	ea.	\$.49	\$.49				
11	garnet paper 9 x 11 80d	5114410033	ea.	\$.69	\$.69				
12	3m garnet paper open coat 50c	5114410035	ea.	\$.59	\$.59				
<b>U.) SHEETROCK &amp; ACCESSORIES</b>									
<b>SHEETROCK</b>									
1	4 x 8 1/2"" sheetrock	7512	ea.	\$6.99	\$6.99				
2	4 x 8 1/2"" moist resistant sheetrock	75121	ea.	\$8.99	\$8.99				
3	4 x 8 1/2"" import sheetrock	7512m	ea.	\$7.29	\$7.29				
4	4 x 8 1/4"" sheetrock	7514	ea.	\$8.99	\$8.99				
5	4 x 8 3/8"" sheetrock	7538	ea.	\$8.99	\$8.99				
6	4 x 8 5/8"" fire code sheetrock	7558	ea.	\$9.09	\$9.09				
<b>ACCESSORIES</b>									
7	48lb/box joint compound / ready mix	7540	ea.	\$7.99	\$7.99				
8	murco m-700 3 3/4gal/box ready mix / joint compound	7540m	ea.	\$6.49	\$6.49				
9	3.5gal/box lightweight joint compound / ready mix	7541	ea.	\$7.99	\$7.99				
10	gal light spackling compound	7533900541	ea.	\$13.99	\$13.99				
11	1/2 pint one time spackling	7533900542	ea.	\$2.99	\$2.99				
12	1 quart one time spackling	7533900544	ea.	\$5.99	\$5.99				

N/A

N/A

N/A

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	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE	
	13	1 pint one time spackling	7533900548	ea.	\$3.59	\$3.59			
14	plast drywall pole sander	4107200011	ea.	\$6.49	\$6.49				
15	spray texture 20oz.	4107204055	ea.	\$11.99	\$11.99				
16	20oz. spray knockdown	4107204065	ea.	\$11.99	\$11.99				
17	16oz. can acoustic texture	4107204070	ea.	\$8.99	\$8.99				
18	#4092 water base spr/text 10oz	4107204092	ea.	\$13.99	\$13.99				
19	popcorn ceiling texture 14oz	4107204099	ea.	\$10.99	\$10.99				
20	homax wall texture oil based 25oz	4107204555	ea.	\$17.99	\$17.99				
21	homax wall texture water based 25oz	4107204592	ea.	\$17.99	\$17.99				
22	triple exp foam 12oz.	7533900909	ea.	\$4.99	\$4.99				
23	standard plastic drop sheet 9' x 12'	7708900500	ea.	\$.99	\$.99				
24	commercial door handles (closet, hall, entry,ADA),	4969444269	ea.	\$49.99	\$49.99				
<b>V.) LAMINATING COUNTER TOP</b>									
1.	4x8 Formica (lifetime)		LF	\$1.95 sq.ft		wilsonart	LF-SF	\$2.75	\$88.00
2.	4x 10 Formica (lifetime)	S.O.	LF			wilsonart	LF-SF	\$2.75	\$110.00
3.	4x 12 Formica (lifetime)	S.O.	LF			wilsonart	LF-SF	\$2.75	\$132.00
<b>W.) CEILING TILE</b>									
1.	2x2' - #934A	120949	per bx	\$36.99		ARM#704	per bx	\$53.00	\$53.00
2.	2x4' - #942	120942	per bx	\$39.99		ARM#755	per bx	\$57.00	\$57.00
3.	¾" wall angle	12054	ea	\$6.59		----	ea	----	----
**COMMERCIAL DOOR HANDLE HALL & CLOSET		#49694-44271		\$49.99					
** COMMERCIAL DOOR HANDLE PRIVACY		#49694-44270		\$49.99					

**REQUIREMENTS AGREEMENT**  
**C-13-252-01-28**

THIS AGREEMENT (the "Agreement") is entered into this 28<sup>th</sup> day of January, 2014 by and between **Matt's Building Materials, Inc., a Texas Corporation** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Construction Building Materials & Supplies**," as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of the Products that Buyer may require for use by Buyer in "**Construction Building Materials & Supplies**" in the areas of **HIDALGO COUNTY** projects for a period of (6) six months from January 28, 2014 to July 28, 2014 with the option to renew for (6) six months under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products, 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 Seller FOB at Seller's 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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. 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 S. Closner, Suite J  
  Edinburg, Texas 78539

If to Seller:                   Matt's Building Materials, Inc.  
  David Castillo, President  
  401 E. Expressway 83  
  Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- f. **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.
- g. **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.
- h. **Assignment.** This Agreement shall not be assignable.
- i. **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.

- j. **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
- k. **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.
- l. **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 sixty (60) 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).
- m. **Insurance.** Seller 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 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.
- n. **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 therefor 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 ON, \_\_\_\_\_**

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P

By: \_\_\_\_\_

HIDALGO COUNTY

By: \_\_\_\_\_

Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**Matt's Building Materials, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT “A”**

## **REQUEST FOR BID (RFB) PROCUREMENT PACKET**



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

**REQUEST FOR BIDS (RFB)**

*Hidalgo County*

*"Construction Building Materials & Supplies"*

**RFB NO: 2013-252-12-18-SMA**

**Table of Contents**

<b>Item</b>	<b>Description</b>	<b>No. of Pages</b>
1.	<b>Request for Bid Letter</b>	<b>1</b>
2.	<b>Request for Bid, Legal Notice</b>	<b>8</b>
3.	<b>Exhibit "A" Specifications</b>	<b>3</b>
4.	<b>Exhibit "B" Bid Page</b>	<b>15</b>
5.	<b>Exhibit "C"- Insurance Requirements</b>	<b>4</b>
6.	<b>Exhibit "D"- CIQ Conflict of Interest Questionnaire</b>	<b>1</b>
7.	<b>Vendor/Bidder Application and W-9 form</b>	<b>6</b>
8.	<b>Certification Regarding Debarment</b>	<b>1</b>
9.	<b>Draft Requirements Agreement</b>	<b>7</b>

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 or via email to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us), and advise of missing documentation.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

December 02, 2013

Date



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

December 02, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**  
Request for Bids - "*Construction Building Materials & Supplies*"  
**Bid No: 2013-252-12-18-SMA**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

# **LEGAL NOTICE**

REQUEST FOR BIDS

*Hidalgo County*

*“Construction Building Materials & Supplies”*

RFB NO: 2013-252-12-18-SMA

Bid No: 2013-252-12-18-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865
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# REQUEST FOR BIDS

*Hidalgo County*

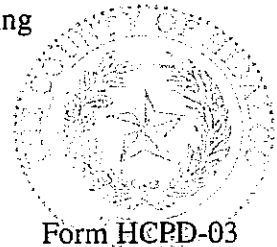
*“Construction Building Materials & Supplies”*

**BID OPENING DATE: December 18, 2013@ 9:30 a.m.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

956 318-2626



- 1) Sealed bids will be received for Hidalgo County-“Construction Building Materials & Supplies” in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
- 2) **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2013-252-12-18-SMA-“Hidalgo County-“Construction Building Materials & Supplies”** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, DECEMBER 18, 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-2013-252-12-18-SMA-Hidalgo County-“Construction Building Materials & Supplies”**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

- 3) Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserve the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) Award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
- 4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
- 5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

- 7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
- 9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
- 10) County reserves the right to accept or reject any or all bids.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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 and/or Contract Number (if any)
  - d) Notation **Hidalgo County-"Construction Building Materials & Supplies"**  
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.



- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**  
**2802 S. BUSINESS HWY 281**  
**Edinburg, Texas 78539**  
**956-318-2511**

**17) SCHEDULE OF EVENTS:**

<b>Bid Opening, 9:30 AM</b>	<b>December 18, 2013</b>
Award of Contract	2013
Commence Work or Deliver Products	2013

**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 there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 23) Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
- 24) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
- 25) Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.
- 26) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A.) Meet schedules;
  - B.) Pay any required fees or taxes; or
  - C.) Otherwise perform in accordance with the specifications.
- 27) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County.

Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

- 28) Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 29) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 30) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**Hidalgo County**  
**“Construction Building Materials & Supplies”**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “A”**  
**SPECIFICATIONS/REQUIREMENTS**

**REQUEST FOR BIDS**

***Hidalgo County***

***“Construction Building Materials & Supplies”***

**RFB NO: 2013-252-12-18-SMA**

**EXHIBIT "A"**  
Specifications/Requirements  
Hidalgo County  
**"Construction Building Materials & Supplies"**  
BID NO.: 2013-252-12-18-SMA

---

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish **"Construction Building Materials & Supplies"** in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services.

**GENERAL REQUIREMENTS:**

The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY.**
- All purchases will be on an **"As Needed Basis"**, there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- **BID PAGE** - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable N/A for not applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.
- The bids will be based upon each item and/or all the items, except that Hidalgo County reserves the right to delete any item it considers too expensive.

**REQUIRED ITEMS:**

The following are the minimum specifications that will be acceptable to the Hidalgo County Facility Management Department. These specifications must be equal or better including but not limited to the following:

- A.) BOARDS (LUMBER)
- B.) TREATED BOARDS (LUMBER)
- C.) CEDAR LUMBER
- D.) LUMBER (PINE) 1 INCH
- E.) PLYWOOD (REGULAR PLYWOOD)
- F.) METAL ROOFING
- G.) MASONRY CEMENT
- H.) FIBER CEMENT
- I.) NAILS (finish, roofing, sheetrock, galvanized, regular )
- J.) WEDGE ANCHOR
- K.) SCREWS (exterior, drywall)
- L.) COMMERCIAL TILE
- M.) INSULATION
- N.) MOLDING-(fj, ash molding)
- O.) STAIN/GLOSS
- P.) PAINT / PRIMER
- Q.) PAINT THINNER / REMOVER
- R.) PAINT BRUSHES & ACCESSORIES
- S.) ADHESIVES
- T.) SANDPAPER
- U.) SHEETROCK & ACCESSORIES
- V.) LAMINATING COUNTER TOP
- W.) CEILING TILE

**EXHIBIT "A"**  
Specifications/Requirements  
Hidalgo County  
**"Construction Building Materials & Supplies"**  
BID NO.: 2013-252-12-18-SMA

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**TERMS CONDITIONS:**

- 1) Term of contract is for six (6) months period with County's option to renew contract for additional six (6) months term under the same rates and conditions.
- 2) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
- 3) Any contract awarded to a successful bidder will be in effect until;
  - a) The contract expires
  - b) Delivery acceptance of products and/or performance of services ordered, or
  - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
- 4) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation whenever it is in the County's best interest to do so.
- 5) Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors.
- 6) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
- 7) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: (See Exhibit "C" attached hereto)**
- 8) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

**MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

**Requesting Price Adjustment:**

1. Upon written request of the Vendor to the Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.



- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
- Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:**

Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:**

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:**

Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:**

The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term

**ADDITIONAL CONDITIONS & REQUIREMENTS:**

- 1) Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. **Telephone calls will not be accepted!**
- 2) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- 3) All written inquiries will be accepted via facsimile no later than, **Wednesday, DECEMBER 11, 2013, 5:00 pm.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, DECEMBER 13, 2013, 5:00 pm.**

**EXHIBIT "B"**

BID PAGE

Hidalgo County

**Construction Building Materials & Supplies"**

**BID NO.: 2013-252-12-18- SMA**

NIGP Commodity Code: 150 (various) Building Supplies -540 (various) Lumber

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
<b>A.) BOARDS (LUMBER)</b>					
1	2 x 4 - pc (92-5/8) WW stud lumber		ea.		
2	2 x 4-9 pc (104-5/8) ww/hf stud lumber		ea.		
3	2 x 4-10' pc (116-5/8) ww/hf stud lumber		ea.		
4	2 x 4-8 std&btr/#2 spf/h stud lumber		ea.		
5	2 x 4-10 std&btr/#2 spf/ stud lumber		ea.		
6	2 x 4-12 std&btr/#2 spf/hf stud lumber		ea.		
7	2 x 4-14 std&btr/#2 spf/ stud lumber		ea.		
8	2 x 4-16 std&btr/#2 spf/hf stud lumber		ea.		
9	2 x 4-18 std&btr/#2 spf/h stud lumber		ea.		
10	2 x 4-20 std&btr #2 spf/hf stud lumber		ea.		
11	2 x 6 - 8 pc (92 5/8) #2 sp lumber		ea.		
12	2 x 6 - 9 (104 5/8) stud-gp lumber		ea.		
13	2 x 6 - 10 pc (116-5/8) stud lumber		ea.		
14	2 x 6 - 8 #2 spf/hf/yp lumber		ea.		
15	2 x 6 - 10 #2 spf/hf/yp lumber		ea.		
16	2 x 6 - 12 #2 spf/hf/yp lumber		ea.		
17	2 x 6 - 14 #2 spf/hf/yp lumber		ea.		
18	2 x 6 - 16 #2 spf/hf/yp lumber		ea.		
19	2 x 6 - 18 #2 spf/hf/yp lumber		ea.		
20	2 x 6 - 20 #2 spf/hf/yp lumber		ea.		
21	2 x 6 - 22 #2 spf/hf lumber		ea.		
22	2 x 6 - 24 #2 spf/hf lumber		ea.		
23	2 x 6 - 26 #2 spf/hf lumber		ea.		
24	2 x 8-8 #2 spf/hf/yp lumber		ea.		
25	2 x 8 - 10 #2 spf/hf/y lumber		ea.		
26	2 x 8 - 12 #2 spf/hf/yp lumber		ea.		
27	2 x 8 - 14 #2 spf/hf/yp lumber		ea.		
28	2 x 8 - 16 #2 spf hf/yp lumber		ea.		
29	2 x 8 - 18 #2 spf/hf/yp lumber		ea.		
30	2 x 8 - 20 #2 spf/hf/y lumber		ea.		
31	2 x 8-22 #2 spf/hf/yp lumber		ea.		
32	2 x 8-24 #2 spf/hf/y lumber		ea.		
33	2 x 10-8 #2 spf/hf/yp lumber		ea.		
34	2 x 10-10 #2 spf/hf/yp lumber		ea.		
35	2 x 10-12 #2 spf/hf/yp lumber		ea.		
36	2 x 10-14 #2 spf/hf/yp lumber		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
37	2 x 10-16 #2 spf/hf/yp lumber		ea.		
38	2 x 10-18 #2 spf/hf/yp lumber		ea.		
39	2 x 10-20 #2 spf/hf/yp lumber		ea.		
40	2 x 10-22 #2 spf/hf/yp lumber		ea.		
41	2 x 10-24 #2 spf/hf/yp lumber		ea.		
42	2 x 12-8 #2 spf/hf/yp lumber		ea.		
43	2 x 12-10 #2 spf/hf/yp lumber		ea.		
44	2 x 12-12 #2 spf/hf/yp lumber		ea.		
45	2 x 12-14 #2 spf/hf lumber		ea.		
46	2 x 12-16 #2 spf/hf/yp lumber		ea.		
47	2 x 12-18 #2 spf/hf lumber		ea.		
48	2 x 12-20 #2 spf/hf/yp lumber		ea.		
49	2 x 12-22 #2 spf/hf/yp lumber		ea.		
50	2 x 12-24 #2 spf/hf lumber		ea.		
51	2 x 2-8' wp strip		ea.		
<b>B.) TREATED BOARDS (LUMBER)</b>					
1	2 x 4-8' treated lumber		ea.		
2	2 x 4-10' treated lumber		ea.		
3	2 x 4-12' treated lumber		ea.		
4	2 x 4-14' treated lumber		ea.		
5	2 x 4-16' treated lumber		ea.		
6	2 x 6-8' treated lumber		ea.		
7	2 x 6-10' treated lumber		ea.		
8	2 x 6-12' treated lumber		ea.		
9	2 x 6-14' treated lumber		ea.		
10	2 x 6-16' treated lumber		ea.		
11	2 x 6-20' treated lumber		ea.		
12	2 x 8-8' treated lumber		ea.		
13	2 x 8-10' treated lumber		ea.		
14	2 x 8-12' treated lumber		ea.		
15	2 x 8-14' treated lumber		ea.		
16	2 x 8-16' treated lumber		ea.		
17	2 x 8-20' treated lumber		ea.		
18	2 x 12-8' treated lumber		ea.		
19	2 x 12-12' treated lumber		ea.		
20	2 x 12-16' treated lumber		ea.		
21	2 x 12-20' treated lumber		ea.		
22	4 x 4-8' treated		ea.		
23	4 x 4-10' treated		ea.		
24	4 x 4-12' treated		ea.		
25	4 x 4-14' treated		ea.		
26	4 x 4-16' treated		ea.		
27	4 x 4-20' treated		ea.		
28	4 x 6-8' treated		ea.		
29	4 x 6-10' treated		ea.		
30	4 x 6-12' treated		ea.		
31	4 x 6-14' treated		ea.		
32	4 x 6-16' treated		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
33	4 x 6-20' treated		ea.		
34	6 x 6-8' treated post		ea.		
35	6 x 6-12' treated		ea.		
36	6 x 6-16' treated		ea.		
37	1 x 6-6' #1 3/4" treated fence		ea.		
<b>(C) CEDAR LUMBER</b>					
1	1 x 2-8' #2 cedar		ea.		
2	1 x 2-10' #2 cedar		ea.		
3	1 x 2-12' #2 cedar		ea.		
4	1 x 2-14' #2 cedar		ea.		
5	1 x 12-10' cedar western red		ea.		
6	1 x 12-12' cedar western red		ea.		
7	1 x 12-8' cedar western red		ea.		
8	1 x 4-8' cedar		ea.		
9	1 x 4-10' cedar		ea.		
10	1 x 4-12' cedar		ea.		
11	1 x 6-8' cedar western red		ea.		
12	1 x 6-10' cedar western red		ea.		
13	1 x 6-12' cedar western red		ea.		
14	1 x 6-14' cedar western red		ea.		
15	1 x 6-16' cedar western red		ea.		
16	1 x 8-8' cedar western red		ea.		
17	1 x 8-10' cedar western red		ea.		
18	1 x 8-12' cedar western red		ea.		
19	1 x 8-14' cedar western red		ea.		
20	1 x 8-16' cedar western red		ea.		
21	1 x 8-20' cedar western red		ea.		
22	1 x 6 - 6' 3/4" cedar picket		ea.		
<b>(D) LUMBER (PINE) 1 INCH</b>					
1	1 x 10-10' #2 s4s y.p.		ea.		
2	1 x 10-8' #2 y.p.		ea.		
3	1 x 12-10' select w.p.		ea.		
4	1 x 12-12' select w.p.		ea.		
5	1 x 12-16' select w.p.		ea.		
6	1 x 12-8' select w.p.		ea.		
7	1 x 12-16' select fj white pine		ea.		
8	1 x 12-8' select fj white pine		ea.		
9	1 x 2-8' select fj white pine		ea.		
10	1 x 2-16' real trim		ea.		
11	1 x 4-10' #1 s4s y.p.		ea.		
12	1 x 4-12' #1 s4s y.p.		ea.		
13	1 x 4-8' #1 s4s y.p.		ea.		
14	1 x 4-10' d-grade y.p. flooring		ea.		
15	1 x 4-8' d-grade y.p. flooring		ea.		
16	1 x 4-16' select fj white pine		ea.		
17	1 x 4-8' select fj white pine		ea.		
18	1 x 4-16' real trim		ea.		
19	1 x 6-10' #1 s4s y.p.		ea.		
20	1 x 6-12' #1 s4s y.p.		ea.		
21	1 x 6-8' #1 s4s y.p.		ea.		
22	1 x 6-10' #2 s4s y.p.		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
23	1 x 6-12' #2 s4s y.p.		ea.		
24	1 x 6-14' #2 s4s y.p.		ea.		
25	1 x 6-16' #2 s4s yp/wp		ea.		
26	1 x 6-8' #2 s4s y.p.		ea.		
27	1 x 6-12' d-grade #117		ea.		
28	1 x 6-8 select fj white pine		ea.		
29	1 x 6-12' beaded		ea.		
30	1 x 6-16' real trim		ea.		
31	1 x 8-10' #1 s4s y.p.		ea.		
32	1 x 8-12' #1 s4s y.p.		ea.		
33	1 x 8-8' #1 s4s y.p.		ea.		
34	1 x 8-10' #2 s4s y.p.		ea.		
35	1 x 8-12' #2 s4s y.p.		ea.		
36	1 x 8-14' #2 s4s y.p.		ea.		
37	1 x 8-16' #2 s4s y.p.		ea.		
38	1 x 8-8' #2 s4s y.p.		ea.		
39	1 x 8-10' #2 s/l		ea.		
40	1 x 8-12' #2 s/l		ea.		
42	1 x 8-8' #2 s/l		ea.		
43	1 x 8-10' #2 105 y.p siding		ea.		
44	1 x 8-12' #2 105 y.p siding		ea.		
45	1 x 8-14' #2 105 y.p siding		ea.		
46	1 x 8-16' #2 105 y.p siding		ea.		
47	1 x 8-8' #2 105 y.p siding		ea.		
48	1 x 8-16' select fj white pine		ea.		
49	1 x 8-8' select fj white pine		ea.		
50	1 x 8-16' real trim		ea.		
51	1 x 2-8 wp strip		ea.		
52	1 x 12-10' #3 w/p		ea.		
53	1 x 12-12' #3 w.p.		ea.		
54	1 x 12-14' #3 w/p		ea.		
55	1 x 12-16' #3 w/p		ea.		
56	1 x 12-8' #3 w/p		ea.		
57	1 x 4-10' #3 & better sp		ea.		
58	1 x 4-12' #3 & better sp		ea.		
59	1 x 4-14' #3 & better sp		ea.		
60	1 x 4-16' #3 & better spf		ea.		
61	1 x 4-8' #3 & better spf		ea.		
62	1 x 12-14' select w.p.		ea.		
<b>E:) PLYWOOD (REGULAR PLYWOOD)</b>					
1	3/8 pts. plywood		ea.		
2	3/8 cdx plywood		ea.		
3	1/2 (15/32) cd plywood		ea.		
4	5/8 (19/32) cd plywood		ea.		
5	3/4 (23/32) cd plywood		ea.		
6	3/4 (23/32) t & g plywood		ea.		
7	4 x 8-1 1/8 t&g		ea.		
<b>FINISH PLYWOOD</b>					

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
8	4 x 8 1/4 bc plywood		ea.		
9	4 x 8 - 3/8 bc plywood		ea.		
10	4 x 8 - 1/2 bc plywood		ea.		
11	4 x 8 - 5/8 bc plywood		ea.		
12	4 x 8 - 3/4 bc plywood		ea.		
13	4 x 8 - 1/4 birch plywood		ea.		
14	4 x 8 - 3/4 birch cab grade plywood		ea.		
15	4 x 8 - 5/8 birch cab grade plywood		ea.		
16	4 x 8 - 1/4 ash plywood		ea.		
17	4 x 8 - 3/4 ash plywood		ea.		
18	4 x 8 - 1/4 red oak plywood		ea.		
19	4 x 8 - 3/4 red oak plywood		ea.		
20	4 x 8 - 1/8 luan plywood		ea.		
21	4 x 8 - 1/4 luan plywood		ea.		
22	4 x 8 - 1/2 luan plywood		ea.		
23	4 x 8 - 5/8 luan plywood		ea.		
24	4 x 8 - 3/4 luan plywood		ea.		
25	4 x 8 1/2" mdo plywood		ea.		
<b>SIDING PLYWOOD</b>					
26	3/8" 4 x 8 classic beaded siding		ea.		
27	3/8 t-1/11 siding		ea.		
28	5/8-4 t-1/11 siding		ea.		
29	5/8-8" t1-11 siding		ea.		
30	5/8-12 t1-11 siding		ea.		
31	4 x 8-3/8" smart panel		ea.		
<b>OSB PLYWOOD</b>					
32	4 x 8 7/16 osb		ea.		
33	4 x 8-7/16 osb thermo sheet		ea.		
34	4 x 8-19/32 osb		ea.		
<b>TREATED PLYWOOD</b>					
35	4 x 8 1/2 treated plywood		ea.		
36	4 x 8 3/4 treated plywood		ea.		
37	3/4 treated lattice		ea.		
<b>(E) METAL ROOFING</b>					
1	10' galvanized corrugated iron (31 gauge)		ea.		
2	10' galvanized corrugated ridge roll		ea.		
3	10'6" green ridge cap		ea.		
4	10' plain ridge roll corrugated		ea.		
5	10'6" red ridge cap		ea.		
6	38" x 10' rib panel iron		ea.		
7	10'6" white ridge cap		ea.		
8	12' galvanized corrugated iron (31 gauge)		ea.		
9	37" x 12' green roof		ea.		
10	37" x 12' red roof		ea.		
11	38" x 12' rib panel iron		ea.		
12	37" x 12' white roof		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
13	14' galvanized corrugated iron (31 gauge)		ea.		
14	38" x 14' rib panel iron		ea.		
15	16' galvanized corrugated iron (31 gauge)		ea.		
16	37" x 16' green roof		ea.		
17	37" x 16' red roof		ea.		
18	38" x 16' rib panel iron		ea.		
19	37" x 16' white roof		ea.		
20	6' galvanized corrugated iron (31 gauge)		ea.		
21	8' galvanized corrugated iron (31 gauge)		ea.		
22	37" x 8' green roof		ea.		
23	37" x 8' red roof		ea.		
24	38" x 8' rib panel iron		ea.		
25	37" x 8' white roof		ea.		
26	10' corner green		ea.		
27	10' corner red		ea.		
28	10' corner white		ea.		
29	10'6" eve red		ea.		
30	10'6" eve white		ea.		
<b>G.) MASONRY CEMENT</b>					
1	concrete mix (80 lbs.)		ea.		
2	sand & cement mix (80 lbs.)		ea.		
3	mortar mix (60lbs.)		ea.		
4	lime 50# bag (50lbs.)		ea.		
5	portland cement (92.59 lbs)		ea.		
6	masonry cement (70.55 lbs)		ea.		
7	white portland cement (92.59 lbs)		ea.		
8	white masonry cement (70.55 lbs)		ea.		
9	all-purpose sand-70# (70 lbs)		ea.		
<b>H.) FIBER CEMENT</b>					
1	5/16 x 8 1/4 x 12' f/cmnt facia		ea.		
2	5/16 - 4 x 8 8" oc fiber cement siding		ea.		
3	5/16 - 4 x 8 fiber cement stucco siding		ea.		
4	5/16 - 4 x 8 texture fiber cement siding		ea.		
5	12" x 12' f/c ceplank classic lap siding		ea.		
6	8 1/4" x 12' f/c ceplank classic lap siding		ea.		
7	8 1/4" x 12' f/c hardiplank colonial lap siding		ea.		
8	16" x 12' f/c cedarmill vented hardisoffit		ea.		
9	3 1/2" x 12' x 7/16" f/c cetrtrim		ea.		
10	7 1/4" x 12' x 3/4" f/c rustic hardietrim		ea.		
11	4 x 8 f/c ceplank 8" o.c.		ea.		
12	4' x 8' x 5/16" f/c ceplank cedarmill		ea.		
13	3 1/2" x 12' x 3/4" f/c rustic hardietrim		ea.		
14	5 1/2" x 12' x 3/4" f/c rustic hardietrim		ea.		
<b>I.) NAILS</b>					
<b>FINISH NAILS</b>					
1	16d eg finish		LB.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
2	3d eg finish		LB.		
3	8d bright finish		LB.		
4	4d eg finish		LB.		
5	3d bright finish		LB.		
6	4d bright finish		LB.		
7	16d bright finish		LB.		
8	6d bright finish		LB.		
9	6d hg finish		LB.		
10	8d eg finish		LB.		
<b>ROOFING NAILS</b>					
11	large tincaps		LB.		
12	1-1/2" eg roofing nails		LB.		
13	1-1/4" eg roofing nails		LB.		
14	1-3/4" plastic cap nail		LB.		
15	1-3/4" eg rs neo roofing nail		LB.		
16	1" eg roofing nails		LB.		
17	2" eg roofing nails		LB.		
18	3/4" grip cap-plastic roofing		LB.		
19	3/4" eg roofing nails		LB.		
20	1-3/4" brt rs lead head roofing		LB.		
21	1-3/4" neoprene washer roofing nails		LB.		
22	1 1/2" ths flu masonry		LB.		
23	12 x 1-1/2" galv hwh s/d w/neo-washer		LB.		
24	12-14 x 2" galv hwh s/d w/neo-washer		LB.		
25	2 1/2" ths flu masonry		LB.		
<b>SHEETROCK NAILS</b>					
26	1 3/8" sheetrock galvanized nails		LB.		
<b>GALVANIZED NAILS</b>					
27	16d hg box		LB.		
28	16d hg common		LB.		
29	6d hg box		LB.		
30	6d hg common		LB.		
31	8d hg box		LB.		
32	8d hg common		LB.		
<b>REGULAR NAILS</b>					
33	16d bright box		LB.		
34	16d bright common		LB.		
35	30d bright common		LB.		
36	60d bright common		LB.		
37	6d bright box		LB.		
38	6d bright common		LB.		
39	8d bright box		LB.		
40	8d bright common		LB.		
41	8d duplex nails		LB.		
42	10d coated sinker		LB.		
43	12d coated sinker		LB.		



DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
44	16d bright duplex nails		LB.		
45	16d coated sinker		LB.		
46	8d coated sinker		LB.		
<b>J) WEDGE ANCHOR</b>					
1	1/2 x 2-3/4" wedge anchor		ea.		
2	1/2 x 3-3/4" wedge anchor		ea.		
3	1/2 x 4-1/2" wedge anchor		ea.		
4	1/2 x 5-1/2" wedge anchor		ea.		
5	1/2 x 7" wedge anchor		ea.		
6	1/4 x 1-3/4" wedge anchor		ea.		
7	1/4 x 2-1/4" wedge anchor		ea.		
8	1/4 x 3-1/4" wedge anchor		ea.		
9	3/8 x 2-1/4" wedge anchor		ea.		
10	3/8 x 3" wedge anchor		ea.		
11	3/8 x 3-3/4" wedge anchor		ea.		
12	3/8 x 5" wedge anchor		ea.		
13	5/8 x 3-1/2" wedge anchor		ea.		
14	5/8 x 4 1/2" wedge anchor		ea.		
15	5/8 x 5" wedge anchor		ea.		
16	5/8 x 6" wedge anchor		ea.		
17	5/8 x 7" wedge anchor		ea.		
<b>K) SCREWS</b>					
<b>EXTERIOR SREWS</b>					
1	1 1/4" primeguard ten exterior screws 11b		ea.		
2	1 1/4" primeguard ten exterior screws 5lb		ea.		
3	1 5/8" primeguard ten exterior screws 11b		ea.		
4	1 5/8" primeguard ten exterior screws 5lb		ea.		
5	1 5/8" primeguard ten exterior screws 5m		ea.		
6	1 5/8" exterior screws 25 lbs.		ea.		
7	2" primeguard ten exterior screws 11b		ea.		
8	2" primeguard ten exterior screws 5lb		ea.		
9	2 1/2" primeguard ten exterior screws 11b		ea.		
10	2 1/2" primeguard ten exterior screws 5lb		ea.		
11	3" primeguard ten exterior screws 11b		ea.		
12	3" primeguard ten exterior screws 5lb		ea.		
13	3" primeguard ten exterior screws 2m (25 lbs)		ea.		
14	3 1/2" primeguard ten exterior screws 11b		ea.		
15	3 1/2" primeguard ten exterior screws 5lb		ea.		
<b>DRYWALL SCREWS</b>					
16	1-1/4" coarse thread drywall screws 25lb		ea.		
17	1-5/8" coarse thread drywall screws 25 lbs		ea.		
18	2" coarse thread drywall screws 25 lbs		ea.		
19	2-1/2" coarse thread drywall screws 25 lbs.		ea.		
20	3" coarse thread drywall screws 25 lbs		ea.		
21	1" coarse thread drywall screws 11b		ea.		
22	1-1/8" coarse thread drywall screws 11b		ea.		
23	1-1/4" coarse thread drywall screws 11b		ea.		
24	1-5/8" coarse thread drywall screws 11b		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
25	2" coarse thread drywall screws 1lb		ea.		
26	2-1/2" coarse thread drywall screws 1lb		ea.		
27	3" coarse thread drywall screws 1lb		ea.		
28	1" coarse thread drywall screws 5lbs		ea.		
29	1-1/8" coarse thread drywall screws 1lb		ea.		
30	1-1/4" coarse thread drywall screws 5lbs		ea.		
31	1-5/8" coarse thread drywall screws 5lbs		ea.		
32	2" coarse thread drywall screws 5lbs		ea.		
33	2-1/2" coarse thread drywall screws 5lb		ea.		
34	3" coarse thread drywall screws 5lbs		ea.		
35	3-1/2" coarse thread drywall screws 5lbs		ea.		
36	3-1/2" coarse thread drywall screws 1lb		ea.		
<b>L.) COMMERCIAL TILE</b>					
1	vct-1/8" 12" x 12" commercial shadow blue 45sf		ea.		
2	vct-1/8" 12" x 12" commercial cool wht 45sf		ea.		
3	vct-1/8" 12" x 12" commercial tile 45sf		ea.		
4	vct-1/8" 12" x 12" commercial tile 45sf		ea.		
5	vct-1/8" 12" x 12" commercial tile black 45sf		ea.		
6	vct-1/8" 12" x 12" commercial tile white 45sf		ea.		
7	vct-1/8" 12x12 commercial sandy beach 45sf		ea.		
8	vct-1/8" 12x12 commercial ivory 45sf		ea.		
9	vct-1/8" 12" x 12" commercial cique wht 45sf		ea.		
10	vct-1/8" 12" x 12" commercial jubilee wht 45sf		ea.		
11	vct-1/8" 12x12 commercial imperial nougat 45sf		ea.		
12	vct-1/8" 12x12 commercial chocolate 45sf		ea.		
<b>M.) INSULATION</b>					
1	r13 x 15 insulation (88.12sq ft/bag)		ea.		
2	r13 x 23 insulation (120.11sq ft/roll)		ea.		
3	r30 x 16 insulation (53.33sq ft/roll)		ea.		
4	r30 x 24 insulation (80 sq ft/roll)		ea.		
5	r11 x 15 insulation (88.12 sq ft/roll)		ea.		
6	r11 x 15 ins mini roll (50 sq ft)		ea.		
7	r11 x 15 mini-roll insulation(40sq ft/roll)		ea.		
8	r11 x 23 insulation (135.12 sq ft/roll)		ea.		
9	r19 x 15 insulation(48.96 sq ft/roll)		ea.		
10	r19 x 23 insulation(75.07 sq ft/roll)		ea.		
<b>N.) MOLDING</b>					
<b>FJ MOLDING</b>					
1	14' fj 2 1/8 colonial trim m-acol218fj		ea.		
2	7' fj 2 1/8 colonial trim		ea.		
3	10' 2-1/8" hw wedge case a		ea.		
4	14' 2-1/8" hw wedge case a		ea.		
5	7' 2-1/8" hw wedge case a		ea.		
<b>ASH MOLDING</b>					

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
6	1 x 1 1/2" -8' ash rail		ea.		
7	1 x 2-ash #1 s4s		LN. FT.		
8	1" x 2 1/2" -8' ash rail		ea.		
9	ash rail 1 x 2" - 8ft.		ea.		
10	ash rail 2 1/2" x 8'		ea.		
11	1" x 2" -8' ash rail		ea.		
12	ash rail 3" x 8'		ea.		
13	1" x 3" -8' ash rail		ea.		
14	1 x 4 - ash #1 s4s		LN. FT.		
15	1" x 4" -8' ash rail		ea.		
16	1 x 6 - ash - #1 s4s		LN. FT.		
17	1" x 6" -8' ash rail		ea.		
18	1 x 8 - ash - #1 s4s		LN. FT.		
19	1" x 8" - 8' ash rail		ea.		
20	ash crown 4 1/4" x 8'		ea.		
21	ash crown 2 7/8" x 8'		ea.		
22	ash crown 1 5/8" x 8'		ea.		
23	ash pm6 3/4" x 8'		ea.		
24	ash fluted 5 1/4" x 8'		ea.		
25	ash fluted 3 1/2" x 8'		ea.		
26	ash lip 1 5/8" x 8'		ea.		
27	ash lip 1 1/4" x 8'		ea.		
28	ash 8' door stop		ea.		
29	ash o/corner 3/4" x 8'		ea.		
30	ash core 3/4" x 8'		ea.		
31	ash rail 2" x 8'		ea.		
32	ash rail 2 1/2" x 8'		ea.		
33	ash rail 3" x 8'		ea.		
34	ash pm7 x 8'		ea.		
35	ash o/corner 1" x 8'		ea.		
36	ash base 3 1/2" x 8'		ea.		
37	ash base 2 1/2" x 8'		ea.		
38	ash rail 1 1/2" x 8'		ea.		
39	tm40 7' 2 1/4 ash col case		ea.		
40	ash pm1 x 8'		ea.		
41	8' x 3/4 ash screen 45" moulding		ea.		
42	ash ch/rail 5 1/4" x 8'		ea.		
43	ash 8' x 3/4 qt rnd moulding		ea.		
44	ash ch/mould 3 1/2" x 8'		ea.		
45	4 1/8 x 8' ash dentil crown		ea.		
46	4 1/8 x 8' ash rope crown moulding		ea.		
47	3/4 x 8' ash rope moulding		ea.		
48	3/4 x 8' ash dentil moulding		ea.		
49	4 1/8 x 8' ash crown		ea.		
50	3 1/4 x 8' ash rope crown moulding		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
<b>(O.) STAIN/GLOSS</b>					
1	gal. cherry 116		ea.		
2	gal. dk. mahogany 118		ea.		
3	gal. salem maple 110		ea.		
4	1gl colonial pine stain		ea.		
5	quick dry zar gal. 20413		ea.		
6	gal. modern walnut 115		ea.		
7	gal. walnut 111		ea.		
8	gal. fruitwood 113		ea.		
9	oil-based wood 114 prov 1gal		ea.		
10	gal. modern walnut 115		ea.		
11	honey maple 1gl		ea.		
12	gal mocha wood stain 11913		ea.		
13	gal teak natural 120		ea.		
14	wood stain 123 moorish teak		ea.		
15	wood stain 124 rosewood		ea.		
16	wood stain early American		ea.		
17	wood stain aged varnish		ea.		
18	1gl wood stain driftwood		ea.		
19	white oak 1gl		ea.		
20	gal. Spanish oak 138		ea.		
21	gal. country white 13913		ea.		
22	gal merlot wood stain 14013		ea.		
23	gal black onyx black 12113		ea.		
24	gal zar ultra Max omu gloss		ea.		
25	zar ultra max satin gl. 36213		ea.		
26	ultra semi-gloss zar 33013		ea.		
27	ultra clear gloss (1gal) 32813		ea.		
28	interior/exterior clear base alkyd gloss (dp58157)		ea.		
29	Interior/exterior white alkyd gloss (dp58101) 1 gal.		ea.		
30	Interior/exterior black alkyd gloss (dp58103) 1 gal.		ea.		
31	Interior/exterior safety red alkyd gloss (dp58106) 1 gal.		ea.		
32	interior/exterior high hide base alkyd gloss (dp58149)		ea.		
33	Interior/exterior deep base alkyd gloss (dp58153) 1 gal.		ea.		
34	interior/exterior ultra deep base alkyd gloss (dp58155)		ea.		
35	zar wood patch oak pt 31041		ea.		
36	zar wood patch 1/2pt 30906		ea.		
37	zar wood patch 1pt. 30911		ea.		
38	qt zar neutral wood patch 30912		ea.		
39	qt. red oak wood patch 31012		ea.		
<b>(P.) PAINT / PRIMER</b>					
1	Interior/exterior - white base (dr23649) 1 gal.		ea.		
2	Interior/exterior - white base (dr23649) 5 gal.		ea.		
3	bar-ox shop & field alkyd metal primer red oxi dp27118)		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
4	primer drywall- (drn54301) 5gal		ea.		
5	primer kilz 2 latex 5gl		ea.		
6	primer kilz 2 latex gl		ea.		
<b>Q) PAINT THINNER/REMOVER</b>					
1	paint thinner in plastic can		ea.		
2	qt semi-paste paint remover		ea.		
3	gal semi-paste paint remover		ea.		
4	qt creamy paint stripper		ea.		
5	gal creamy paint stripper		ea.		
6	qt acetone thinner		ea.		
7	gal acetone thinner		ea.		
8	xylol solvent/toluene sub qt		ea.		
9	gal xylol solvent/toluene sub		ea.		
10	denatured alcohol thinner		ea.		
11	denatured alcohol thinner		ea.		
12	qt vmp naphtha thinner		ea.		
13	gal vmp naphtha thinner		ea.		
14	qt gum turpentine		ea.		
15	gum turpentine gal		ea.		
16	quart mek thinner		ea.		
17	18oz int/ext paint stripper		ea.		
18	semi-paste adhesive remover		ea.		
19	18oz. graffiti remover egal66		ea.		
20	graffiti remover can		ea.		
21	qt lacquer thinner		ea.		
22	gal lacquer thinner		ea.		
23	qt sprayable paint remover		ea.		
24	gal paint remover spray		ea.		
25	phosphoric prep & etch gallon		ea.		
26	mineral spirits quart odorless		ea.		
27	mineral spirits odorless		ea.		
<b>R) PAINT BRUSHES &amp; ACCESSORIES</b>					
1	rc142 1/4" nap		ea.		
2	rc143 3/8" nap		ea.		
3	rc144 1/2" nap		ea.		
4	rc145 3/4 nap		ea.		
5	rc146 1" nap		ea.		
6	rc147 1 1/4" nap		ea.		
7	1/2" chip brush white bristle		ea.		
8	1" chip brush white bristle		ea.		
9	1.5 chip brush white china		ea.		
10	2" chip brush white china		ea.		
11	2.5 chip brush white china		ea.		
12	3" chip brush white china		ea.		
13	4" chip paint brush		ea.		
14	3" poly blend brush		ea.		
15	1-1/2 poly blend brush		ea.		
16	2" poly blend brush		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
17	2-1/2" all paints brush		ea.		
18	4" poly blend brush		ea.		
19	1-1/2 2160 poly blend brush		ea.		
20	2" 2160 poly blend brush		ea.		
21	2-12" 2160 poly blend brush		ea.		
22	3in sash brush angular		ea.		
23	1" 2163 poly blend brush		ea.		
24	2" 2168 poly blend brush		ea.		
25	3" 3/16 wap roller		ea.		
26	11" mini roller		ea.		
27	rc100 3/16" nap roller		ea.		
28	mr100 4" fabric 2pk refill		ea.		
29	6" twin pack fabric		ea.		
30	shoe handle wire brush 300		ea.		
31	300sc cp wire brush		ea.		
32	3" mini roller & tray set rs300		ea.		
33	mr300 4" fabric refill		ea.		
34	3" trim roller w/frame		ea.		
35	4" 2pack paint roller cover mr300-2		ea.		
36	6" 2pack paint roller cover (white) mr300-2		ea.		
<b>(S) ADHESIVES</b>					
1	gal muriatic acid		ea.		
2	carp. wood glue 4fl. oz		ea.		
3	carp. wood glue 8fl. oz		ea.		
4	carp. wood glue 16fl. oz		ea.		
5	carp. wood glue qt.		ea.		
6	carp. wood glue gal.		ea.		
7	concrete bonder qt. bottle		ea.		
8	projects construction adhesive 10oz (liquid nails)		ea.		
9	10.5oz pan mol adhesive		ea.		
10	heavy duty adhesive 10oz (liquid nails)		ea.		
11	white 100% silicone 0816		ea.		
12	caulking gun, 1/10 ratchet		ea.		
13	series 6000 1/10 smooth caulking gun		ea.		
14	series 6004p 1/10 smooth rotating barrel caulking gun		ea.		
15	10. loz gp white acrylic caulk 0736		ea.		
16	5gl galv. bucket grid		ea.		
<b>(T) SANDPAPER</b>					
1	wet or dry tri-m-ite		ea.		
2	3m garnet paper coat 220A		ea.		
3	wet or dry tri-m-ite		ea.		
4	9" x 11" sheet garnet paper 180A		ea.		
5	wet or dry tri-m-ite a&c		ea.		
6	110n sandpaper		ea.		
7	wet & dry sandpaper		ea.		
8	3m garnet paper 9 x 11 120c		ea.		
9	9 x 11" sheet wet or dry		ea.		
10	3m garnet paper open coat 100c		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
11	garnet paper 9 x 11 80d		ea.		
12	3m garnet paper open coat 50c		ea.		
<b>U.) SHEETROCK &amp; ACCESSORIES</b>					
<b>SHEETROCK</b>					
1	4 x 8 1/2" sheetrock		ea.		
2	4 x 8 1/2" moist resistant sheetrock		ea.		
3	4 x 8 1/2" import sheetrock		ea.		
4	4 x 8 1/4" sheetrock		ea.		
5	4 x 8 3/8" sheetrock		ea.		
6	4 x 8 5/8" fire code sheetrock		ea.		
<b>ACCESSORIES</b>					
7	48lb/box joint compound / ready mix		ea.		
8	murco m-700 3 3/4gal/box ready mix / joint compound		ea.		
9	3.5gal/box lightweight joint compound / ready mix		ea.		
10	gal light spackling compound		ea.		
11	1/2 pint one time spackling		ea.		
12	1 quart one time spackling		ea.		
13	1 pint one time spackling		ea.		
14	plast drywall pole sander		ea.		
15	spray texture 20oz.		ea.		
16	20oz. spray knockdown		ea.		
17	16oz. can acoustic texture		ea.		
18	#4092 water base spr/text 10oz		ea.		
19	popcorn ceiling texture 14oz		ea.		
20	homax wall texture oil based 25oz		ea.		
21	homax wall texture water based 25oz		ea.		
22	triple exp foam 12oz.		ea.		
23	standard plastic drop sheet 9' x 12'		ea.		
24	commercial door handles (closet, hall, entry, ADA),		ea.		
<b>V.) LAMINATING COUNTER TOP</b>					
1.	4x8 Formica (lifetime)		LF		
2.	4x 10 Formica (lifetime)		LF		
3.	4x 12 Formica (lifetime)		LF		
<b>W.) CEILING TILE</b>					
1.	2x2' - #934A		per bx		
2.	2x4' - #942		per bx		
3.	3/4" wall angle		ea		

## **BIDDER'S INFORMATION:**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**CELL NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**EXHIBIT “C”**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**  
**(Other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	<b>INSURERS AFFORDING COVERAGE</b>		
	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 THEIR 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	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL AND ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER. POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
					AUTO ONLY \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E L EACH ACCIDENT \$
					E L DISEASE-EA EMPLOYEE \$
					E L DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.					
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES	
				AUTHORIZED REPRESENTATIVE	

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

\_\_\_ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

\_\_\_ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$\_\_\_\_\_ General Liability: \$\_\_\_\_\_

\_\_\_ have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## NOTICE TO BIDDER:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

- 1. Licenses: \_\_\_\_\_.
- 2. Bond (if applicable) \_\_\_\_\_.
- 3. Certificates: \_\_\_\_\_.
- 4. Permits: \_\_\_\_\_.
- 5. Other: \_\_\_\_\_.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds (if applicable); certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# **EXHIBIT “D”**

**CIQ FORM  
CONFLICT OF INTEREST QUESTIONNAIRE**

*Hidalgo County*

*“Construction Building Materials & Supplies”*

**RFB NO: 2013-252-12-18-SMA**

# 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

**VENDOR'S APPLICATION**  
**&**  
**W-9 FORM**

*Hidalgo County*

*“Construction Building Materials & Supplies”*

**RFB NO: 2013-252-12-18-SMA**



**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](mailto: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):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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):	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify	
<b>Name &amp; Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</b>		
<b>Small and/or Disadvantaged Business Information (check application criteria)</b>		
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		
<b>To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____</b>		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:                      Yes    No

If yes, by whom?:    Texas Building & Procurement Commission                      Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:    Yes    No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_ %  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable):    Texas Building & Procurement Commission    Other \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable):    Texas Building & Procurement Commission    Other \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable):    Texas Building & Procurement Commission    Other \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

## 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):	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶	
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 <i>How to get a TIN</i> 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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: left;">Social security number</th> </tr> <tr> <td style="width: 33.33%; height: 20px;"> </td> <td style="width: 3.33%;">-</td> <td style="width: 33.33%; height: 20px;"> </td> <td style="width: 3.33%;">-</td> <td style="width: 26.67%; height: 20px;"> </td> <td style="width: 3.33%;"> </td> <td style="width: 3.33%;"> </td> <td style="width: 3.33%;"> </td> <td style="width: 3.33%;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: left;">Employer identification number</th> </tr> <tr> <td style="width: 33.33%; height: 20px;"> </td> <td style="width: 3.33%;">-</td> <td style="width: 33.33%; height: 20px;"> </td> <td style="width: 3.33%;">-</td> <td style="width: 26.67%; height: 20px;"> </td> <td style="width: 3.33%;"> </td> <td style="width: 3.33%;"> </td> <td style="width: 3.33%;"> </td> <td style="width: 3.33%;"> </td> </tr> </table>	Social security number										-		-						Employer identification number										-		-					
Social security number																																					
	-		-																																		
Employer identification number																																					
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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).	
<b>Certification instructions.</b> 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.	
<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 1983 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.

**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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>1</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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.

**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**

*Hidalgo County*

*“Construction Building Materials & Supplies”*

**RFB NO: 2013-252-12-18-SMA**

**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**



\*\*QUOTE WILL BE REVIEW EVERY 60 DAYS & PRICES MAY CHANGE  
 DEPENDING ON MARKET FLUCTUATION\*\*

**EXHIBIT "B"**

BID PAGE

Hidalgo County

**Construction Building Materials & Supplies"**

**BID NO.: 2013-252-12-18- SMA**

NIGP Commodity Code: 150 (various) Building Supplies -540 (various) Lumber

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
<b>A.) BOARDS (LUMBER)</b>					
1	2 x 4 - pc (92-5/8) WW stud lumber	104	ea.	2.59	
2	2 x 4-9 pc (104-5/8) ww/hf stud lumber	1049	ea.	3.19	
3	2 x 4-10' pc (116-5/8) ww/hf stud lumber	10410P	ea.	3.69	
4	2 x 4-8 std&btr/#2 spf/h stud lumber	1048	ea.	2.59	
5	2 x 4-10 std&btr/#2 spf/ stud lumber	10410	ea.	3.79	
6	2 x 4-12 std&btr/#2 spf/hf stud lumber	10412	ea.	4.79	
7	2 x 4-14 std&btr/#2 spf/ stud lumber	10414	ea.	5.79	
8	2 x 4-16 std&btr/#2 spf/hf stud lumber	10416	ea.	6.95	
9	2 x 4-18 std&btr#2 spf/h stud lumber	10418	ea.	7.89	
10	2 x 4-20 std&btr #2 spf/hf stud lumber	10420	ea.	8.49	
11	2 x 6 - 8 pc (92 5/8) #2 sp lumber	1068P	ea.	3.99	
12	2 x 6 - 9 (104 5/8) stud-gp lumber	1069	ea.	4.89	
13	2 x 6 - 10 pc (116-5/8) stud lumber	10610P	ea.	5.69	
14	2 x 6 - 8 #2 spf/hf/yp lumber	1068	ea.	4.19	
15	2 x 6 - 10 #2 spf/hf/yp lumber	10610	ea.	5.79	
16	2 x 6 - 12 #2 spf/hf/yp lumber	10612	ea.	6.79	
17	2 x 6 - 14 #2 spf/hf/yp lumber	10614	ea.	8.09	
18	2 x 6 - 16 #2 spf/hf/yp lumber	10616	ea.	9.29	
19	2 x 6 - 18 #2 spf/hf/yp lumber	10618	ea.	10.69	
20	2 x 6 - 20 #2 spf/hf/yp lumber	10620	ea.	11.49	
21	2 x 6 - 22 #2 spf/hf lumber	10622	ea.	16.89	
22	2 x 6 - 24 #2 spf/hf lumber	10624	ea.	18.89	
23	2 x 6 - 26 #2 spf/hf lumber	10626	ea.	20.49	
24	2 x 8-8 #2 spf/hf/yp lumber	1088	ea.	5.89	
25	2 x 8 - 10 #2 spf/hf/y lumber	10810	ea.	7.29	
26	2 x 8 - 12 #2 spf/hf/yp lumber	10812	ea.	8.29	
27	2 x 8 - 14 #2 spf/hf/yp lumber	10814	ea.	9.79	
28	2 x 8 - 16 #2 spf hf/yp lumber	10816	ea.	11.19	
29	2 x 8 - 18 #2 spf/hf/yp lumber	10818	ea.	13.19	
30	2 x 8 - 20 #2 spf/hf/y lumber	10820	ea.	15.69	
31	2 x 8-22 #2 spf/hf/yp lumber	10822	ea.	22.69	
32	2 x 8-24 #2 spf/hf/y lumber	10824	ea.	27.29	
33	2 x 10-8 #2 spf/hf/yp lumber	10108	ea.	6.99	
34	2 x 10-10 #2 spf/hf/yp lumber	101010	ea.	8.19	
350	2 x 10-12 #2 spf/hf/yp lumber	101012	ea.	10.19	
36	2 x 10-14 #2 spf/hf/yp lumber	101014	ea.	12.49	

OPENED  
 DEC 19 2013  
 10:00 AM  
 Witnessed

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
37	2 x 10-16 #2 spf/hf/yp lumber	101016	ea.	14.99	
38	2 x 10-18 #2 spf/hf/yp lumber	101018	ea.	15.99	
39	2 x 10-20 #2 spf/hf/yp lumber	101020	ea.	19.99	
40	2 x 10-22 #2 spf/hf/yp lumber	101022	ea.	24.99	
41	2 x 10-24 #2 spf/hf/yp lumber	101024	ea.	27.99	
42	2 x 12-8 #2 spf/hf/yp lumber	10128	ea.	10.49	
43	2 x 12-10 #2 spf/hf/yp lumber	101210	ea.	13.49	
44	2 x 12-12 #2 spf/hf/yp lumber	101212	ea.	15.89	
45	2 x 12-14 #2 spf/hf lumber	101214	ea.	20.99	
46	2 x 12-16 #2 spf/hf/yp lumber	101216	ea.	22.89	
47	2 x 12-18 #2 spf/hf lumber	101218	ea.	26.49	
48	2 x 12-20 #2 spf/hf/yp lumber	101220	ea.	32.99	
49	2 x 12-22 #2 spf/hf/yp lumber	101222	ea.	34.99	
50	2 x 12-24 #2 spf/hf lumber	101224	ea.	35.99	
51	2 x 2-8' wp strip	WP228	ea.	2.59	
<b>B.) TREATED BOARDS (LUMBER)</b>					
1	2 x 4-8' treated lumber	2048	ea.	3.19	
2	2 x 4-10' treated lumber	20410	ea.	4.59	
3	2 x 4-12' treated lumber	20412	ea.	5.89	
4	2 x 4-14' treated lumber	20414	ea.	6.99	
5	2 x 4-16' treated lumber	20416	ea.	8.49	
6	2 x 6-8' treated lumber	2068	ea.	4.99	
7	2 x 6-10' treated lumber	20610	ea.	6.49	
8	2 x 6-12' treated lumber	20612	ea.	7.99	
9	2 x 6-14' treated lumber	20614	ea.	9.39	
10	2 x 6-16' treated lumber	20616	ea.	10.49	
11	2 x 6-20' treated lumber	20620	ea.	14.49	
12	2 x 8-8' treated lumber	2088	ea.	7.99	
13	2 x 8-10' treated lumber	20810	ea.	10.49	
14	2 x 8-12' treated lumber	20812	ea.	12.49	
15	2 x 8-14' treated lumber	20814	ea.	13.99	
16	2 x 8-16' treated lumber	20816	ea.	14.89	
17	2 x 8-20' treated lumber	20820	ea.	19.89	
18	2 x 12-8' treated lumber	20128	ea.	13.89	
19	2 x 12-12' treated lumber	201212	ea.	21.89	
20	2 x 12-16' treated lumber	201216	ea.	27.49	
21	2 x 12-20' treated lumber	201220	ea.	38.89	
22	4 x 4-8' treated	20448	ea.	6.95	
23	4 x 4-10' treated	204410	ea.	10.89	
24	4 x 4-12' treated	204412	ea.	13.89	
25	4 x 4-14' treated	204414	ea.	15.89	
26	4 x 4-16' treated	204416	ea.	18.89	
27	4 x 4-20' treated	204420	ea.	34.99	
28	4 x 6-8' treated	20468	ea.	14.59	
29	4 x 6-10' treated	204610	ea.	17.59	
30	4 x 6-12' treated	204612	ea.	21.69	
31	4 x 6-14' treated	204614	ea.	25.49	
32	4 x 6-16' treated	204616	ea.	29.89	

**OPENED**  
 DEC 18 2013  
 10:00 AM  
 Witnessed

\*\*QUOTE WILL BE REVIE EVERY 60 DAYS & PRICES MA CHANGE  
 DEPENDING ON MARKET FLUCTUATION\*\*

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
33	4 x 6-20' treated	204620	ea.	49.95	
34	6 x 6-8' treated post	20668	ea.	21.99	
35	6 x 6-12' treated	206612	ea.	35.89	
36	6 x 6-16' treated	206616	ea.	45.89	
37	1 x 6-6' #1 3/4" treated fence	20164	ea.	1.85	
<b>C.) CEDAR LUMBER</b>					
1	1 x 2-8' #2 cedar	1301208	ea.	1.84	
2	1 x 2-10' #2 cedar	13012010	ea.	2.30	
3	1 x 2-12' #2 cedar	13012012	ea.	2.76	
4	1 x 2-14' #2 cedar	13012014	ea.	3.22	
5	1 x 12-10' cedar western red	15112310	ea.	24.70	
6	1 x 12-12' cedar western red	15112312	ea.	29.88	
7	1 x 12-8' cedar western red	1511238	ea.	19.99	
8	1 x 4-8' cedar	151448	ea.	3.76	
9	1 x 4-10' cedar	1514410	ea.	4.70	
10	1 x 4-12' cedar	1514412	ea.	5.64	
11	1 x 6-8' cedar western red	151648	ea.	5.60	
12	1 x 6-10' cedar western red	1516410	ea.	7.00	
13	1 x 6-12' cedar western red	1516412	ea.	8.40	
14	1 x 6-14' cedar western red	1516414	ea.	9.80	
15	1 x 6-16' cedar western red	1516416	ea.	11.20	
16	1 x 8-8' cedar western red	151858	ea.	8.40	
17	1 x 8-10' cedar western red	1518510	ea.	10.50	
18	1 x 8-12' cedar western red	1518512	ea.	12.60	
19	1 x 8-14' cedar western red	1518514	ea.	14.28	
20	1 x 8-16' cedar western red	1518516	ea.	17.60	
21	1 x 8-20' cedar western red	1518520	ea.	22.00	
22	1 x 6 - 6' 3/4" cedar picket	2016	ea.	2.29	
<b>D.) LUMBER (PINE) 1 INCH</b>					
1	1 x 10-10' #2 s4s y.p.	15110210	ea.	7.90	
2	1 x 10-8' #2 y.p.	1511028	ea.	6.32	
3	1 x 12-10' select w.p.	15112110	ea.	17.69	
4	1 x 12-12' select w.p.	15112112	ea.	21.49	
5	1 x 12-16' select w.p.	15112116	ea.	28.90	
6	1 x 12-8' select w.p.	1511218	ea.	14.29	
7	1 x 12-16 select fj white pine	15112416	ea.	31.84	
8	1 x 12-8' select fj white pine	1511248	ea.	16.99	
9	1 x 2-8 select fj white pine	151268	ea.	1.45	
10	1 x 2-16' real trim	151RT	ea.	3.20	
11	1 x 4-10' #1 s4s y.p.	1514110	ea.	3.90	
12	1 x 4-12' #1 s4s y.p.	1514112	ea.	4.68	
13	1 x 4-8' #1 s4s y.p.	151418	ea.	3.12	
14	1 x 4-10' d-grade y.p. flooring	1514310	ea.	5.36	
15	1 x 4-8' d-grade y.p. flooring	151438	ea.	4.29	
16	1 x 4-16' select fj white pine	1514516	ea.	7.84	
17	1 x 4-8' select fj white pine	151418	ea.	3.12	
18	1 x 4-16' real trim	1514RT	ea.	5.12	
19	1 x 6-10' #1 s4s y.p.	1516110	ea.	6.50	
20	1 x 6-12' #1 s4s y.p.	1516112	ea.	7.80	
21	1 x 6-8' #1 s4s y.p.	1516118	ea.	5.20	
22	1 x 6-10' #2 s4s y.p.	1516210	ea.	4.50	

\*\*QUOTE WILL BE REV: / EVERY 60 DAYS & PRICES M. CHANGE  
 DEPENDING ON MARKET FLUCTUATION\*\*

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
23	1 x 6-12' #2 s4s y.p.	1516212	ea.	5.40	
24	1 x 6-14' #2 s4s y.p.	1516214	ea.	6.30	
25	1 x 6-16' #2 s4s yp/wp	1516216	ea.	7.20	
26	1 x 6-8' #2 s4s y.p.	151628	ea.	3.60	
27	1 x 6-12' d-grade #117	1516312	ea.	9.69	
28	1 x 6-8 select fj white pine	151658	ea.	7.59	
29	1 x 6-12' beaded	1516612	ea.	8.40	
30	1 x 6-16' real trim	1516RT	ea.	7.84	
31	1 x 8-10' #1 s4s y.p.	1518110	ea.	8.30	
32	1 x 8-12' #1 s4s y.p.	1518112	ea.	10.20	
33	1 x 8-8' #1 s4s y.p.	151818	ea.	6.80	
34	1 x 8-10' #2 s4s y.p.	1518210	ea.	6.40	
35	1 x 8-12' #2 s4s y.p.	1518212	ea.	7.68	
36	1 x 8-14' #2 s4s y.p.	1518214	ea.	8.96	
37	1 x 8-16' #2 s4s y.p.	1518216	ea.	10.24	
38	1 x 8-8' #2 s4s y.p.	151828	ea.	5.12	
39	1 x 8-10' #2 s/l	1518310	ea.	6.50	
40	1 x 8-12' #2 s/l	1518312	ea.	7.80	
42	1 x 8-8' #2 s/l	151838	ea.	5.20	
43	1 x 8-10' #2 105 y.p siding	1518410	ea.	6.90	
44	1 x 8-12' #2 105 y.p siding	1518412	ea.	8.28	
45	1 x 8-14' #2 105 y.p siding	1518414	ea.	9.66	
46	1 x 8-16' #2 105 y.p siding	1518416	ea.	11.04	
47	1 x 8-8' #2 105 y.p siding	151848	ea.	5.52	
48	1 x 8-16' select fj white pine	1518616	ea.	15.84	
49	1 x 8-8' select fj white pine	151868	ea.	10.99	
50	1 x 8-16' real trim	1518RT	ea.	13.60	
51	1 x 2-8 wp strip	WP128	ea.	1.45	
52	1 x 12-10' #3 w/p	15112210	ea.	9.80	
53	1 x 12-12' #3 w.p.	15112212	ea.	11.76	
54	1 x 12-14' #3 w/p	15112214	ea.	13.72	
55	1 x 12-16' #3 w/p	15112216	ea.	15.68	
56	1 x 12-8' #3 w/p	1511228	ea.	7.95	
57	1 x 4-10' #3 & better sp	1514210	ea.	3.39	
58	1 x 4-12' #3 & better sp	1514212	ea.	4.10	
59	1 x 4-14' #3 & better sp	1514214	ea.	4.79	
60	1 x 4-16' #3 & better spf	1514216	ea.	5.39	
61	1 x 4-8' #3 & better spf	151428	ea.	2.59	
62	1 x 12-14' select w.p.	15112114	ea.	25.29	
<b>E.) PLYWOOD (REGULAR PLYWOOD)</b>					
1	3/8 pts. plywood	2511	ea.	17.99	
2	3/8 cdx plywood	251	ea.	15.49	
3	1/2 (15/32) cd plywood	252	ea.	16.49	
4	5/8 (19/32) cd plywood	253	ea.	19.69	
5	3/4 (23/32) cd plywood	254	ea.	25.39	
6	3/4 (23/32) t & g plywood	2541	ea.	27.29	
7	4 x 8-1' 1/8 t&g	25118	ea.	44.99	
<b>FINISH PLYWOOD</b>					

DEC 18 2013  
 10:00 AM  
 WATSON

\*\*QUOTE WILL BE REVIEWED EVERY 60 DAYS & PRICES MAY CHANGE  
 DEPENDING ON MARKET FLUCTUATION\*\*

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
8	4 x 8 1/4 bc plywood	3014	ea.	20.29	
9	4 x 8 - 3/8 bc plywood	3038	ea.	19.79	
10	4 x 8 - 1/2 bc plywood	3012	ea.	25.99	
11	4 x 8 - 5/8 bc plywood	3058	ea.	29.99	
12	4 x 8 - 3/4 bc plywood	3034	ea.	34.99	
13	4 x 8 - 1/4 birch plywood	3011	ea.	22.99	
14	4 x 8 - 3/4 birch cab grade plywood	3013	ea.	44.99	
15	4 x 8 - 5/8 birch cab grade plywood	3015	ea.	36.99	
16	4 x 8 - 1/4 ash plywood	3021	ea.	25.99	
17	4 x 8 - 3/4 ash plywood	3023	ea.	54.99	
18	4 x 8 - 1/4 red oak plywood	3041	ea.	25.99	
19	4 x 8 - 3/4 red oak plywood	3043	ea.	54.99	
20	4 x 8 - 1/8 luan plywood	3068	ea.	10.99	
21	4 x 8 - 1/4 luan plywood	3061	ea.	14.99	
22	4 x 8 - 1/2 luan plywood	3062	ea.	29.99	
23	4 x 8 - 5/8 luan plywood	3065	ea.	34.99	
24	4 x 8 - 3/4 luan plywood	3063	ea.	42.99	
25	4 x 8 1/2" mdo plywood	252MDO	ea.	39.00	
<b>SIDING PLYWOOD</b>					
26	3/8" 4 x 8 classic beaded siding	2513	ea.	22.99	
27	3/8 t-1/11 siding	2512	ea.	19.99	
28	5/8-4 t-1/11 siding	2534	ea.	27.99	
29	5/8-8" t1-11 siding	25381	ea.	27.99	
30	5/8-12 t1-11 siding	25312	ea.	28.99	
31	4 x 8-3/8" smart panel	2515	ea.	23.59	
<b>OSB PLYWOOD</b>					
32	4 x 8 7/16 osb	2516	ea.	8.59	
33	4 x 8-7/16 osb thermo sheet	2516R	ea.	11.89	
34	4 x 8-19/32 osb	2531	ea.	17.49	
<b>TREATED PLYWOOD</b>					
35	4 x 8 1/2 treated plywood	3012T	ea.	25.99	
36	4 x 8 3/4 treated plywood	3034T	ea.	32.89	
37	3/4 treated lattice	48T34	ea.	20.99	
<b>F.) METAL ROOFING</b>					
1	10' galvanized corrugated iron (31 gauge)	5510	ea.	11.45	
2	10' galvanized corrugated ridge roll	5510C	ea.	10.59	
3	10'6" green ridge cap	5510GN	ea.	17.99	
4	10' plain ridge roll corrugated	5510P	ea.	10.59	
5	10'6" red ridge cap	5510RD	ea.	17.99	
6	38" x 10' rib panel iron	5510RP	ea.	19.75	
7	10'6" white ridge cap	5510WH	ea.	17.99	
8	12' galvanized corrugated iron (31 gauge)	5512	ea.	13.45	
9	37" x 12' green roof	5512GN	ea.	31.25	
10	37" x 12' red roof	5512RD	ea.	31.25	
11	38" x 12' rib panel iron	5512RP	ea.	23.75	
12	37" x 12' white roof	5512WH	ea.	31.25	

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DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
13	14' galvanized corrugated iron (31 gauge)	5514	ea.	15.95	
14	38" x 14' rib panel iron	5514RP	ea.	27.75	
15	16' galvanized corrugated iron (31 gauge)	5516	ea.	17.95	
16	37" x 16' green roof	5516GN	ea.	41.45	
17	37" x 16' red roof	5516RD	ea.	41.45	
18	38" x 16' rib panel iron	5516RP	ea.	30.75	
19	37" x 16' white roof	5516WH	ea.	41.45	
20	6' galvanized corrugated iron (31 gauge)	556	ea.	6.95	
21	8' galvanized corrugated iron (31 gauge)	558	ea.	8.95	
22	37" x 8' green roof	558GN	ea.	20.75	
23	37" x 8' red roof	558RD	ea.	20.75	
24	38" x 8' rib panel iron	558RP	ea.	15.75	
25	37" x 8' white roof	558WH	ea.	20.75	
26	10' corner green	55CGN	ea.	21.99	
27	10' corner red	55CRD	ea.	21.90	
28	10' corner white	55CWH	ea.	21.90	
29	10'6" eve red	55ERD	ea.	17.99	
30	10'6" eve white	55EWH	ea.	19.99	
<b>G.) MASONRY CEMENT</b>					
1	concrete mix (80 lbs.)	851	ea.	3.29	
2	sand & cement mix (80 lbs.)	852	ea.	3.99	
3	mortar mix (60lbs.)	853	ea.	3.95	
4	lime 50# bag (50lbs.)	854	ea.	6.99	
5	portland cement (92.59 lbs)	855	ea.	8.49	
6	masonry cement (70.55 lbs)	856	ea.	7.39	
7	white portland cement (92.59 lbs)	857	ea.	18.99	
8	white masonry cement (70.55 lbs)	858	ea.	14.99	
9	all-purpose sand-70# (70 lbs)	859	ea.	3.29	
<b>H.) FIBER CEMENT</b>					
1	5/16 x 8 1/4 x 12' f/cmnt facia	25512F	ea.	5.29	
2	5/16 - 4 x 8 8" oc fiber cement siding	25581	ea.	21.99	
3	5/16 - 4 x 8 fiber cement stucco siding	25582	ea.	23.99	
4	5/16 - 4 x 8 texture fiber cement siding	25548C	ea.	21.99	
5	12" x 12' f/c ceplank classic lap siding	25512C	ea.	7.59	
6	8 1/4" x 12' f/c ceplank classic lap siding	255814C	ea.	5.29	
7	8 1/4" x 12' f/c hardiplank colonial lap siding	255814H	ea.	6.99	
8	16" x 12' f/c cedarmill vented hardisoffit	25516H	ea.	17.99	
9	3 1/2" x 12' x 7/16" f/c ceplank	2554716C	ea.	5.89	
10	7 1/4" x 12' x 3/4" f/c rustic hardietrim	2558H	ea.	19.75	
11	4 x 8 f/c ceplank 8" o.c.	255488C	ea.	21.99	
12	4' x 8' x 5/16" f/c ceplank cedarmill	2554.8C	ea.	21.99	
13	3 1/2" x 12' x 3/4" f/c rustic hardietrim	2554H	ea.	9.89	
14	5 1/2" x 12' x 3/4" f/c rustic hardietrim	2556H	ea.	14.99	
<b>I.) NAILS</b>					
<b>FINISH NAILS</b>					
1	16d eg finish		LB.		

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DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
2	3d eg finish	763F	LB.	1.99	
3	8d bright finish	758F	LB.	1.79	
4	4d eg finish	764F	LB.	1.99	
5	3d bright finish	753F	LB.	1.59	
6	4d bright finish	754F	LB.	1.59	
7	16d bright finish	7516F	LB.	1.79	
8	6d bright finish	756F	LB.	1.79	
9	6d hg finish	766F	LB.	1.99	
10	8d eg finish	768F	LB.	1.99	
<b>ROOFING NAILS</b>					
11	large tincaps	5057	LB.	1.15	
12	1-1/2" eg roofing nails	5112R	LB.	1.59	
13	1-1/4" eg roofing nails	5114R	LB.	1.59	
14	1-3/4" plastic cap nail	5134C	LB.	2.99	
15	1-3/4" eg rs neo roofing nail	5134R	LB.	1.59	
16	1" eg roofing nails	51R	LB.	1.59	
17	2" eg roofing nails	52R	LB.	1.59	
18	3/4" grip cap-plastic roofing	534C	LB.	2.99	
19	3/4" eg roofing nails	534R	LB.	1.59	
20	1-3/4" brt rs lead head roofing	5525	LB.	3.59	
21	1-3/4" neoprene washer roofing nails	5526	LB.	2.59	
22	1 1/2" ths flu masonry	75112	LB.	1.99	
23	12 x 1-1/2" galv hwh s/d w/neo-washer	112SDS	LB.	5.99	
24	12-14 x 2" galv hwh s/d w/neo-washer	2SDS	LB.	5.59	
25	2 1/2" ths flu masonry	75212	LB.	1.99	
<b>SHEETROCK NAILS</b>					
26	1 3/8" sheetrock galvanized nails	759LB	LB.	1.59	
<b>GALVANIZED NAILS</b>					
27	16d hg box	7616B	LB.	1.99	
28	16d hg common	7616C	LB.	1.99	
29	6d hg box	766B	LB.	1.99	
30	6d hg common	766C	LB.	1.99	
31	8d hg box	768B	LB.	1.99	
32	8d hg common	768C	LB.	1.99	
<b>REGULAR NAILS</b>					
33	16d bright box	7516B	LB.	1.25	
34	16d bright common	7516C	LB.	1.25	
35	30d bright common	7530C	LB.	1.59	
36	60d bright common	7560C	LB.	1.59	
37	6d bright box	756B	LB.	1.25	
38	6d bright common	756C	LB.	1.25	
39	8d bright box	758B	LB.	1.59	
40	8d bright common	758C	LB.	1.25	
41	8d duplex nails	7708	LB.	1.69	
42	10d coated sinker	7710C	LB.	1.69	
43	12d coated sinker	7712C	LB.	1.69	

OPENED  
 DEC 18 2013  
 TO: JOAN  
 Witnessed

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
44	16d bright duplex nails	77167	LB.	1.69	
45	16d coated sinker	7716C	LB.	1.69	
46	8d coated sinker	778C	LB.	1.69	
<b>J.) WEDGE ANCHOR</b>					
1	1/2 x 2-3/4" wedge anchor	WA12234	ea.	1.29	
2	1/2 x 3-3/4" wedge anchor	WA12334	ea.	1.29	
3	1/2 x 4-1/2" wedge anchor	WA12412	ea.	1.29	
4	1/2 x 5-1/2" wedge anchor	WA12512	ea.	1.59	
5	1/2 x 7" wedge anchor	WA127	ea.	1.99	
6	1/4 x 1-3/4" wedge anchor	WA14134	ea.	.59	
7	1/4 x 2-1/4" wedge anchor	WA14214	ea.	.79	
8	1/4 x 3-1/4" wedge anchor	WA14314	ea.	.79	
9	3/8 x 2-1/4" wedge anchor	WA38214	ea.	.99	
10	3/8 x 3" wedge anchor	WA383	ea.	.99	
11	3/8 x 3-3/4" wedge anchor	WA38334	ea.	.99	
12	3/8 x 5" wedge anchor	WA385	ea.	1.09	
13	5/8 x 3-1/2" wedge anchor	WA58312	ea.	1.39	
14	5/8 x 4 1/2" wedge anchor	WA58412	ea.	1.69	
15	5/8 x 5" wedge anchor	WA585	ea.	1.69	
16	5/8 x 6" wedge anchor	WA586	ea.	2.19	
17	5/8 x 7" wedge anchor	WA587	ea.	3.69	
<b>K.) SCREWS</b>					
<b>EXTERIOR SREWS</b>					
1	1 1/4" primeguard ten exterior screws 1lb	52832	ea.	4.49	
2	1 1/4" primeguard ten exterior screws 5lb	52833	ea.	18.49	
3	1 5/8" primeguard ten exterior screws 1lb	52837	ea.	4.49	
4	1 5/8" primeguard ten exterior screws 5lb	52838	ea.	18.49	
5	1 5/8" primeguard ten exterior screws 5m	52839	ea.	59.99	
6	1 5/8" exterior screws 25 lbs.	52839	ea.	59.99	
7	2" primeguard ten exterior screws 1lb	52842	ea.	4.49	
8	2" primeguard ten exterior screws 5lb	52843	ea.	18.49	
9	2 1/2" primeguard ten exterior screws 1lb	52848	ea.	4.49	
10	2 1/2" primeguard ten exterior screws 5lb	52849	ea.	18.49	
11	3" primeguard ten exterior screws 1lb	52853	ea.	4.49	
12	3" primeguard ten exterior screws 5lb	52854	ea.	18.49	
13	3" primeguard ten exterior screws 2m (25 lbs)	52855	ea.	59.99	
14	3 1/2" primeguard ten exterior screws 1lb	52858	ea.	4.49	
15	3 1/2" primeguard ten exterior screws 5lb	52859	ea.	18.49	
<b>DRYWALL SCREWS</b>					
16	1-1/4" coarse thread drywall screws 25lb	51102	ea.	59.99	
17	1-5/8" coarse thread drywall screws 25 lbs	51104	ea.	49.99	
18	2" coarse thread drywall screws 25 lbs	51105	ea.	49.99	
19	2-1/2" coarse thread drywall screws 25 lbs	51106	ea.	49.99	
20	3" coarse thread drywall screws 25 lbs	51108	ea.	49.99	
21	1" coarse thread drywall screws 1lb	51469	ea.	3.99	
22	1-1/8" coarse thread drywall screws 1lb	51470	ea.	3.99	
23	1-1/4" coarse thread drywall screws 1lb	51471	ea.	3.99	
24	1-5/8" coarse thread drywall screws 1lb	51473	ea.	3.99	



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DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
25	2" coarse thread drywall screws 1lb	51474	ea.	3.99	
26	2-1/2" coarse thread drywall screws 1lb	51476	ea.	3.99	
27	3" coarse thread drywall screws 1lb	51477	ea.	3.99	
28	1" coarse thread drywall screws 5lbs	51478	ea.	17.99	
29	1-1/8" coarse thread drywall screws 1lb	51470	ea.	3.99	
30	1-1/4" coarse thread drywall screws 5lbs	51480	ea.	17.99	
31	1-5/8" coarse thread drywall screws 5lbs	51482	ea.	17.99	
32	2" coarse thread drywall screws 5lbs	51483	ea.	17.99	
33	2-1/2" coarse thread drywall screws 5lb	51485	ea.	17.99	
34	3" coarse thread drywall screws 5lbs	51486	ea.	17.99	
35	3-1/2" coarse thread drywall screws 5lbs	51487	ea.	17.99	
36	3-1/2" coarse thread drywall screws 1lb	52997	ea.	3.99	

**L.) COMMERCIAL TILE**

1	vct-1/8" 12" x 12" commercial shadow blue 45sf	51807	ea.	29.99	
2	vct-1/8" 12" x 12" commercial cool wht 45sf	51899	ea.	29.99	
3	vct-1/8" 12" x 12" commercial tile 45sf	51903	ea.	29.99	
4	vct-1/8" 12" x 12" commercial tile 45sf	51906	ea.	29.99	
5	vct-1/8" 12" x 12" commercial tile black 45sf	51910	ea.	29.99	
6	vct-1/8" 12" x 12" commercial tile white 45sf	51911	ea.	29.99	
7	vct-1/8" 12x12 commercial sandy beach 45sf	51929	ea.	29.99	
8	vct-1/8" 12x12 commercial ivory 45sf	51507	ea.	29.99	
9	vct-1/8" 12" x 12" commercial cique wht 45sf	52513	ea.	29.99	
10	vct-1/8" 12" x 12" commercial jubilee wht 45sf	52514	ea.	29.99	
11	vct-1/8" 12x12 commercial imperial nougat 45sf	57501	ea.	29.99	
12	vct-1/8" 12x12 commercial chocolate 45sf	57504	ea.	29.99	

**M.) INSULATION**

1	r13 x 15 insulation (88.12sq ft/bag)	801315	ea.	28.99	
2	r13 x 23 insulation (120.11sq ft/roll)	801323	ea.	41.99	
3	r30 x 16 insulation (53.33sq ft/roll)	803015	ea.	33.99	
4	r30 x 24 insulation (80 sq ft/roll)	803024	ea.	53.99	
5	r11 x 15 insulation (88.12 sq ft/roll)	80315	ea.	22.49	
6	r11 x 15 ins mini roll (50 sq ft)	80315m	ea.	14.99	
7	r11 x 15 mini-roll insulation(40sq ft/roll)	80315m	ea.	10.99	
8	r11 x 23 insulation (135.12 sq ft/roll)	80323	ea.	34.99	
9	r19 x 15 insulation(48.96 sq ft/roll)	80615	ea.	20.99	
10	r19 x 23 insulation(75.07 sq ft/roll)	80623	ea.	29.99	

**N.) MOLDING**

<b>FJ MOLDING</b>					
1	14' fj 2 1/8 colonial trim m-acol218fj	13020514	ea.	3.95	
2	7' fj 2 1/8 colonial trim	1302057	ea.	1.99	
3	10' 2-1/8" hw wedge case a	13010110	ea.	5.99	
4	14' 2-1/8" hw wedge case a	13010114	ea.	8.26	
5	7' 2-1/8" hw wedge case a	1301017	ea.	4.15	

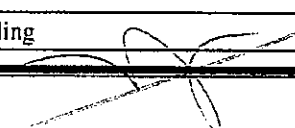
**ASH MOLDING**

**OPENED**  
DEC 18 2017  
10:00 AM  
WITNESSED

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 DEPENDING ON MARKET FLUCTUATION\*\*

	DESCRIPTION OF ITEMS	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
6	1 x 1 1/2"-8' ash rail	151128	ea.	6.59	
7	1 x 2-ash #1 s4s	1521	LN. FT.	.79	
8	1" x 2 1/2"-8' ash rail	152128	ea.	8.99	
9	ash rail 1 x 2" - 8ft.	15218	ea.	7.59	
10	ash rail 2 1/2" x 8'	152212	ea.	7.99	
11	1" x 2" -8' ash rail	15228	ea.	6.25	
12	ash rail 3" x 8'	15238	ea.	6.25	
13	1" x 3" -8' ash rail	1538	ea.	10.99	
14	1 x 4 - ash #1 s4s	1541	LN. FT.	2.09	
15	1" x 4" -8' ash rail	1548	ea.	13.99	
16	1 x 6 - ash - #1 s4s	1561	LN. FT.	3.25	
17	1" x 6" -8' ash rail	1568	ea.	22.99	
18	1 x 8 - ash - #1 s4s	1581	LN. FT.	3.99	
19	1" x 8" - 8' ash rail	1588	ea.	29.99	
20	ash corwn 4 1/4" x 8'	5544310803	ea.	17.99	
21	ash crown 2 7/8" x 8'	5544310804	ea.	9.99	
22	ash crown 1 5/8" x 8'	5544310805	ea.	5.69	
23	ash pm6 3/4" x 8'	5544310806	ea.	5.99	
24	ash fluted 5 1/4" x 8'	5544310813	ea.	15.75	
25	ash fluted 3 1/2" x 8'	5544310814	ea.	11.25	
26	ash lip 1 5/8" x 8'	5544310815	ea.	6.59	
27	ash lip 1 1/4" x 8'	5544310816	ea.	5.95	
28	ash 8' door stop	5544310817	ea.	4.59	
29	ash o/corner 3/4" x 8'	5544310818	ea.	5.59	
30	ash core 3/4" x 8'	5544310820	ea.	5.59	
31	ash rail 2" x 8'	5544310821	ea.	6.99	
32	ash rail 2 1/2" x 8'	5544310822	ea.	7.99	
33	ash rail 3" x 8'	5544310823	ea.	10.99	
34	ash pm7 x 8'	5544310827	ea.	7.99	
35	ash o/corner 1" x 8'	5544310828	ea.	7.59	
36	ash base 3 1/2" x 8'	5544310833	ea.	9.99	
37	ash base 2 1/2" x 8'	5544310836	ea.	6.59	
38	ash rail 1 1/2" x 8'	5544310838	ea.	6.25	
39	tm40 7' 2 1/4 ash col case	5544310840	ea.	5.99	
40	ash pm1 x 8'	5544310842	ea.	6.95	
41	8' x 3/4' ash screen 45" moulding	5544310844	ea.	4.95	
42	ash ch/rail 5 1/4" x 8'	5544310846	ea.	19.99	
43	ash 8' x 3/4 qt rnd moulding	5544310858	ea.	5.95	
44	ash ch/mould 3 1/2" x 8'	5544310870	ea.	12.75	
45	4 1/8 x 8' ash dentil crown	5544310871	ea.	23.99	
46	4 1/8 x 8' ash rope crown moulding	5544310872	ea.	27.99	
47	3/4 x 8' ash rope moulding	5544310873	ea.	11.99	
48	3/4 x 8' ash dentil moulding	5544310874	ea.	8.99	
49	4 1/8 x 8' ash crown	5544310875	ea.	15.99	
50	3 1/4 x 8' ash rope crown moulding	5544310877	ea.	21.59	

*WITNESSED*  
 DEC 18 2013  
*10:00am*



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DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
<b>O.) STAIN / GLOSS</b>					
1	gal. cherry 116	11613	ea.	27.99	
2	gal. dk. mahogany 118	11813	ea.	27.99	
3	gal. salem maple 110	11013	ea.	27.99	
4	1 gal colonial pine stain	10913	ea.	27.99	
5	quick dry zar gal. 20413	20413	ea.	35.99	
6	gal. modern walnut 115	111513	ea.	27.99	
7	gal. walnut 111	11113	ea.	27.99	
8	gal. fruitwood 113	11313	ea.	27.99	
9	oil-based wood 114 prov 1gal	11413	ea.	27.99	
10	gal. modern walnut 115	11513	ea.	27.99	
11	honey maple 1 gal	11713	ea.	27.99	
12	gal mocha wood stain 11913	11913	ea.	27.99	
13	gal teak natural 120	12013	ea.	27.99	
14	wood stain 123 moorish teak	12313	ea.	27.99	
15	wood stain 124 rosewood	12413	ea.	27.99	
16	wood stain early American	12813	ea.	27.99	
17	wood stain aged varnish	12913	ea.	27.99	
18	1 gal wood stain driftwood	13013	ea.	27.99	
19	white oak 1 gal	13713	ea.	27.99	
20	gal. Spanish oak 138	13813	ea.	27.99	
21	gal. country white 13913	13913	ea.	27.99	
22	gal merlot wood stain 14013	14013	ea.	27.99	
23	gal black onyx black 12113	12113	ea.	27.99	
24	gal zar ultra Max omu gloss	36013	ea.	45.99	
25	zar ultra max satin gl. 36213	36213	ea.	45.99	
26	ultra semi-gloss zar 33013	33013	ea.	35.99	
27	ultra clear gloss (1 gal) 32813	32813	ea.	37.99	
28	interior/exterior clear base alkyd gloss (dp58157)	27656	ea.	26.99	
29	Interior/exterior white alkyd gloss (dp58101) 1 gal.	21201	ea.	26.99	
30	Interior/exterior black alkyd gloss (dp58103) 1 gal.	21204	ea.	26.99	
31	Interior/exterior safety red alkyd gloss (dp58106) 1 gal.	21206	ea.	54.99	
32	interior/exterior high hide base alkyd gloss (dp58149)	22007	ea.	26.99	
33	Interior/exterior deep base alkyd gloss (dp58153) 1 gal.	22013	ea.	26.99	
34	interior/exterior ultra deep base alkyd gloss (dp58155)	22016	ea.	26.99	
35	zar wood patch oak pt 31041	31041	ea.	2.99	
36	zar wood patch 1/2pt 30906	30906	ea.	4.59	
37	zar wood patch 1pt. 30911	30911	ea.	5.99	
38	qt zar neutral wood patch 30912	30912	ea.	9.99	
39	qt. red oak wood patch 31012	31012	ea.	9.99	
<b>P.) PAINT / PRIMER</b>					
1	Interior/exterior - white base (dr23649) 1 gal.	51309	ea.	20.99	
2	Interior/exterior - white base (dr23649) 5 gal.	51311	ea.	99.99	
3	bar-ox shop & field alkyd metal primer red oxi dp27118)	21187	ea.	26.99	

\*\*QUOTE WILL BE REVIEW EVERY 60 DAYS & PRICES WILL CHANGE  
DEPENDING ON MARKET FLUCTUATION\*\*

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
4	primer drywall- (drn54301) 5gal	59222	ea.	45.99	
5	primer kilz 2 latex 5gl	20000	ea.	84.99	
6	primer kilz 2 latex gl	20001	ea.	16.99	
<b>Q.) PAINT THINNER / REMOVER</b>					
1	paint thinner in plastic can	3019294400	ea.	9.29	
2	qt semi-paste paint remover	3019200315	ea.	9.99	
3	gal semi-paste paint remover	3019200325	ea.	26.99	
4	qt creamy paint stripper	3019200615	ea.	5.99	
5	gal creamy paint stripper	3019200625	ea.	16.99	
6	qt acetone thinner	3019201815	ea.	3.49	
7	gal acetone thinner	3019201825	ea.	13.99	
8	xylol solvent/toluene sub qt	3019202415	ea.	4.99	
9	gal xylol solvent/toluene sub	3019202425	ea.	12.99	
10	denatured alcohol thinner	3019202615	ea.	12.99	
11	denatured alcohol thinner	3019202625	ea.	7.99	
12	qt vmp naphtha thinner	3019204615	ea.	5.99	
13	gal vmp naphtha thinner	3019204624	ea.	11.99	
14	qt gum turpentine	3019206915	ea.	7.79	
15	gum turpentine gal	3019206925	ea.	27.99	
16	quart mek thinner	3019207115	ea.	7.39	
17	18oz int/ext paint stripper	3019207299	ea.	5.49	
18	semi-paste adhesive remover	3019207825	ea.	22.99	
19	18oz. graffiti remover egal66	3019216698	ea.	7.99	
20	graffiti remover can	9394530672	ea.	6.99	
21	qt lacquer thinner	3019217015	ea.	3.99	
22	gal lacquer thinner	3019217025	ea.	13.99	
23	qt sprayable paint remover	3019222115	ea.	8.99	
24	gal paint remover spray	3019222125	ea.	26.99	
25	phosphoric prep & etch gallon	3019230220	ea.	16.99	
26	mineral spirits quart odorless	3019294005	ea.	4.49	
27	mineral spirits odorless	3019294006	ea.	13.19	
<b>R.) PAINT BRUSHES &amp; ACCESSORIES</b>					
1	rc142 1/4" nap	7708914212	ea.	2.09	
2	rc143 3/8" nap	7708914312	ea.	1.99	
3	rc144 1/2" nap	7708914412	ea.	2.59	
4	rc145 3/4 nap	7708914512	ea.	2.59	
5	rc146 1" nap	7708914612	ea.	2.09	
6	rc147 1 1/4" nap	7708914712	ea.	2.59	
7	1/2" chip brush white bristle	7708915000	ea.	.39	
8	1" chip brush white bristle	7708915001	ea.	.49	
9	1.5 chip brush white china	7708915002	ea.	.59	
10	2" chip brush white china	7708915003	ea.	.79	
11	2.5 chip brush white china	7708915004	ea.	.89	
12	3" chip brush white china	7708915005	ea.	.99	
13	4" chip paint brush	7708915007	ea.	2.69	
14	3" poly blend brush	7708911600	ea.	5.99	
15	1-1/2 poly blend brush	7708911602	ea.	3.99	
16	2" poly blend brush	7708911603	ea.	3.99	

\*\*QUOTE WILL BE REVIEW EVERY 60 DAYS & PRICES MAY CHANGE  
DEPENDING ON MARKET FLUCTUATION\*\*

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
17	2-1/2" all paints brush	7708911604	ea.	4.99	
18	4" poly blend brush	7708911607	ea.	7.99	
19	1-1/2 2160 poly blend brush	7708921602	ea.	3.99	
20	2" 2160 poly blend brush	7708921603	ea.	3.99	
21	2-12" 2160 poly blend brush	7708921604	ea.	4.99	
22	3in sash brush angular	7708921605	ea.	5.99	
23	1" 2163 poly blend brush	7708921631	ea.	2.99	
24	2" 2168 poly blend brush	7708921683	ea.	3.99	
25	3" 3/16 wap roller	7708910005	ea.	1.29	
26	11" mini roller	7708910011	ea.	1.19	
27	rc100 3/16" nap roller	7708910012	ea.	2.99	
28	mr100 4" fabric 2pk refill	7708910024	ea.	3.99	
29	6" twin pack fabric	7708910026	ea.	3.49	
30	shoe handle wire brush 300	7708930000	ea.	1.29	
31	300sc cp wire brush	7708930001	ea.	1.99	
32	3" mini roller & tray set rs300	7708930002	ea.	3.99	
33	mr300 4" fabric refill	7708930004	ea.	2.99	
34	3" trim roller w/frame	7708930005	ea.	1.99	
35	4" 2pack paint roller cover mr300-2	7708930024	ea.	2.29	
36	6" 2pack paint roller cover (white) mr300-2	7708930029	ea.	4.89	

**S.) ADHESIVES**

1	gal muriatic acid	179260001	ea.	4.99	
2	carp. wood glue 4fl. oz	2600000700	ea.	1.99	
3	carp. wood glue 8fl. oz	2600000701	ea.	2.99	
4	carp. wood glue 16fl. oz	2600000702	ea.	4.59	
5	carp. wood glue qt.	2600000704	ea.	6.99	
6	carp. wood glue gal.	2600000705	ea.	17.99	
7	concrete bonder qt. bottle	2600000862	ea.	7.99	
8	projects construction adhesive 10oz (liquid nails)	2207860172	ea.	1.99	
9	10.5oz pan mol adhesive	2207891072	ea.	2.99	
10	heavy duty adhesive 10oz (liquid nails)	2207819072	ea.	2.49	
11	white 100% silicone 0816	7533900816	ea.	3.99	
12	caulking gun, 1/10 ratchet	7667060111	ea.	2.49	
13	series 6000 1/10 smooth caulking gun	770896000	ea.	2.49	
14	series 6004p 1/10 smooth rotating barrel caulking gun	7708960041	ea.	5.99	
15	10.1oz gp white acrylic caulk 0736	7533900736	ea.	.99	
16	5gl galv. bucket grid	7708941612	ea.	1.99	

**T.) SANDPAPER**

1	wet or dry tri-m-ite	5114402000	ea.	.69	
2	3m garnet paper coat 220A	5114410002	ea.	.39	
3	wet or dry tri-m-ite	5114402002	ea.	.69	
4	9" x 11" sheet garnet paper 180A	5114410003	ea.	.39	
5	wet or dry tri-m-ite a&c	5114402004	ea.	.69	
6	110n sandpaper	5114410004	ea.	.39	
7	wet & dry sandpaper	5114402007	ea.	.69	
8	3m garnet paper 9 x 11 120c	5114410031	ea.	.59	
9	9 x 11" sheet wet or dry	5114402014	ea.	.89	
10	3m garnet paper open coat 100c	5114410032	ea.	.49	

**REVISED**  
DEC 18 2013  
*10:00am*  
*W. WILKINSON*

\*\*QUOTE WILL BE REVIEW EVERY 60 DAYS & PRICES MAY CHANGE  
DEPENDING ON MARKET FLUCTUATION\*\*

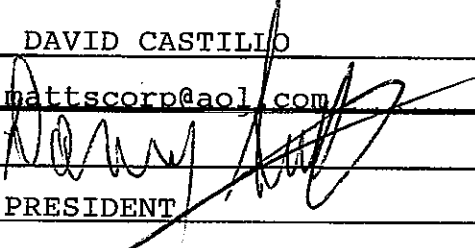
DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
11	garnet paper 9 x 11 80d	511441003	3 ea.	.69	
12	3m garnet paper open coat 50c	514441003	5 ea.	.59	
<b>U.) SHEETROCK &amp; ACCESSORIES</b>					
<b>SHEETROCK</b>					
1	4 x 8 1/2" sheetrock	7512	ea.	6.99	
2	4 x 8 1/2" moist resistant sheetrock	75121	ea.	8.99	
3	4 x 8 1/2" import sheetrock	7512m	ea.	7.29	
4	4 x 8 1/4" sheetrock	7514	ea.	8.99	
5	4 x 8 3/8" sheetrock	7538	ea.	8.99	
6	4 x 8 5/8" fire code sheetrock	7558	ea.	9.09	
<b>ACCESSORIES</b>					
7	48lb/box joint compound / ready mix	7540	ea.	7.99	
8	murco m-700 3 3/4gal/box ready mix / joint compound	7540M	ea.	6.49	
9	3.5gal/box lightweight joint compound / ready mix	7541	ea.	7.99	
10	gal light spackling compound	7533900541	ea.	13.99	
11	1/2 pint one time spackling	7533900542	ea.	2.99	
12	1 quart one time spackling	7533900544	ea.	5.99	
13	1 pint one time spackling	7533900548	ea.	3.59	
14	plast drywall pole sander	4107200011	ea.	6.49	
15	spray texture 20oz.	4107204055	ea.	11.99	
16	20oz. spray knockdown	4107204065	ea.	11.99	
17	16oz. can acoustic texture	4107204070	ea.	8.99	
18	#4092 water base spr/text 10oz	4107204092	ea.	13.99	
19	popcorn ceiling texture 14oz	4107204099	ea.	10.99	
20	homax wall texture oil based 25oz	4107204555	ea.	17.99	
21	homax wall texture water based 25oz	4107204592	ea.	17.99	
22	triple exp foam 12oz.	7533900909	ea.	4.99	
23	standard plastic drop sheet 9' x 12'	7708900500	ea.	.99	
24	commercial door handles (closet, hall, entry, ADA).	4969444269	ea.	49.99	
<b>V.) LAMINATING COUNTER TOP</b>					
1.	4x8 Formica (lifetime)		LF	1.95	sqft
2.	4x 10 Formica (lifetime)	S.O.	LF		
3.	4x 12 Formica (lifetime)	S.O.	LF		
<b>W.) CEILING TILE</b>					
1.	2x2' - #934A	120949	per bx	36.99	
2.	2x4' - #942	120942	per bx	39.99	
3.	3/4" wall angle	12054	ea	6.59	

\*\*COMMERCIAL DOOR HANDLE HALL&CLOSET #49694-44271 \$49.99  
 \*\*COMMERCIAL DOOR HANDLE PRIVACY #49694-44270 \$49.99

**CONFIRMED**  
 DEC 18 2015  
 10:00am  
 Witnessed

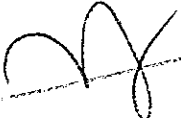
## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: MATT'S BUILDING MATERIALS  
ADDRESS: 401 E. EXPRESSWAY 83  
CITY/STATE/ZIP: PHARR, TEXAS 78577  
PHONE NUMBER: (956) 787-5589  
FAX NUMBER: (956) 787-6953  
CELL NUMBER: (956) 624-4571  
CONTACT PERSON: DAVID CASTILLO  
E-MAIL ADDRESS: mattscorp@aol.com  
AUTHORIZED SIGNATURE:   
TITLE: PRESIDENT  
DATE: DECEMBER 09, 2013

OPENED  
DEC 18 2013

10:00am  
Witnessed



**Zimbra****sandra.montalvo@co.hidalgo.tx.us**

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**Matt's Building Materials Bid**

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**From :** ben smith <bsmith@mattsbuildingmaterials.com>

Fri, Jan 03, 2014 04:15 PM

**Subject :** Matt's Building Materials Bid**To :** sandra montalvo <sandra.montalvo@co.hidalgo.tx.us>

Hi Sandra,

My name is Benjamin Smith, I am a Manager here at Matt's Building Materials. I am emailing you in regards to the new Bid that was submitted. I was informed that we claimed our bid to be a sixty day terms.

I would like to for you to disregard the sixty day terms. We will honor the terms and conditions according to your EXHIBIT "A" terms of 6 months. If you have any questions or concerns please feel free to call or e-mail me.

Thank you,

Benjamin Smith  
Manager  
Cell: 956-330-3742  
Work: 956-787-5589  
Bsmith@mattsbuildingmaterials.com

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**EXHIBIT “C”**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/13/2014

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).

<b>PRODUCER</b> <b>Bert Whisenant Insurance</b> <b>816 East Hackberry Avenue</b>  <b>McAllen TX 78501</b>	<b>CONTACT NAME:</b> Sylvia Briones, CISR <b>PHONE (A/C No. Ext):</b> (956) 686-8323 <b>FAX (A/C No.):</b> (888) 512-2080 <b>E-MAIL ADDRESS:</b> SBriones@bwi-ins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Pennsylvania Lumbermens Mut <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>
<b>INSURED</b> <b>Matt's Building Materials, Inc.</b> <b>Mr. Danny Smith</b> <b>P. O. Box 1663</b> <b>Pharr TX 78577</b>		

**COVERAGES**                      **CERTIFICATE NUMBER: CL13111300021**                      **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 CERTIFICATION 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			42-M010-01-12	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			42-M010-02-13	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  (956) 318-2629  Hidalgo County Purchase Dept. 2812 S. Hwy Business 281 Edinburg, TX 78539	<b>CANCELLATION</b>  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  B R. Whisenant, Jr/SL <i>B.R. Whisenant, Jr.</i>
---	--

**RE: Requirements Agreement C-13-252-01-14****From** : Steve Crain <scrain@atlashall.com>

Fri, Jan 24, 2014 03:34 PM

**Subject** : RE: Requirements Agreement C-13-252-01-14 1 attachment**To** : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

---

**From**: Rocio Villarreal [mailto:[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)]**Sent**: Friday, January 24, 2014 2:46 PM**To**: Steve Crain**Subject**: Re: Requirements Agreement C-13-252-01-14

Please see corrected agreement.

Thank you.

Rocio V.

---

**From**: "Steve Crain" <[scrain@atlashall.com](mailto:scrain@atlashall.com)>**To**: "Rocio Villarreal" <[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)>**Sent**: Friday, January 24, 2014 2:04:31 PM**Subject**: RE: Requirements Agreement C-13-252-01-14

Delete the word "Company" after the word "Corporation" in the first line and lower case the c in Corporation.

---

**From**: Rocio Villarreal [mailto:[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)]**Sent**: Friday, January 24, 2014 1:48 PM**To**: Steve Crain**Subject**: Re: Requirements Agreement C-13-252-01-14

Mr. Crain:

As requested attached is the corrected agreement. Please review and approve as to form.

ROCIO VILLARREAL  
HIDALGO COUNTY PURCHASING DEPT.  
CONTRACTS MANAGER  
(956) 318-2626 Work  
(956) 292-7000 Ext. 4868 Work  
[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

AI-42517

Purchasing Department 18. A. 3.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Martha L. Salazar

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

**Information**

**CAPTION**

Presentation of tabulation grid (for action by Commissioner's Court) to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting all specifications and requirements) with approval of contracts for "Specialty Printing and Related Services" for RFB 2013-153.

**BACKGROUND**

1. Gulf Data Products
2. Gateway Printing
3. Scott Merriman
4. Curtis 1000

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

User departments would need to fund the purchase of these items from their individual budgets through POs.

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**Attachments**

Acceptance-Participation Sheets

Gateway Printing Contract

Curtis1000-Contract

Gulf Data-Contract

Legal Approval- Gulf Data

Legals Review & Approval

Scott Merriman Contract

1

legal

**Form Review**

**Inbox**  
Purchasing Department  
Budget & Management  
Glinda Pacheco  
Auditor's Office

**Reviewed By**  
Marty Salazar  
Debbie Tamez  
Glinda Pacheco  
Monica Badillo

**Date**  
01/24/2014 10:03 AM  
01/24/2014 10:33 AM  
01/24/2014 03:21 PM  
01/24/2014 05:38 PM

Form Started By: Yolanda Velasquez

Started On: 01/07/2014 01:47 PM

Final Approval Date: 01/24/2014

## HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

**DEPARTMENT NAME/ DESCRIPTION OF BID:** Hidalgo County- "Specialty Printing & Related Services"

**BID OPENING DATE:** December 18, 2013

**BID OPENING TIME:** 9:30 A.M.

**BID NO:** 2013-153-12-18-YZV

**BUYER:** Yolanda Velasquez

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT/ Addendum 1
1) Gulf Data Products/E.A. Stone Inc.	√-Addendum 1
2) Curtis 1000 Inc	√-Addendum 1
3) Scott Merriman, Inc.	√-Addendum 1
4) Gateway Printing & Office Supply Inc.	√-Addendum 1
5)	
6)	
7)	
8)	
9)	
10)	
11)	
12)	

## PARTICIPATION BIDDER'S LOG

**BID OPENING: DECEMBER 18, 2013**

**BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT: Hidalgo County –SPECIALTY PRINTING & RELATED SERVICES**

**BID NO.: 2013-153-12-18-YZV**

**BUYER: Yolanda Velasquez**

NAME OF BIDDER: COMPANY/FIRM-	BID REQUES T *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	ADDRESS E-MAIL & PHONE NO
1. Curtis 1000 Oscar Zapata	IP/BLM	YZV	12/02/13	1620 Xanthisma Ave. McAllen, Texas 78504 Tel: 877-287-8715 ext 5449 <a href="mailto:ozapata@curtis1000.com">ozapata@curtis1000.com</a>
2. Region One Education Service Center D. Mark Wallace	Email	YZV	12/02/13	1900 West Schunior Edinburg, Texas Tel: 956-984-6122 <a href="mailto:mwallace@esc1.net">mwallace@esc1.net</a>
3. Stigler Printing Roy Riddle	Email	YZV	12/02/13	204 S Broadway Stigler OK 74462 Tel: 877-967-8768 ext 226 <a href="mailto:roy@stiglerprinting.com">roy@stiglerprinting.com</a>
4. Gulf Data Printing Kevin Kanipe	BLM	YZV	12/02/13	810 E. Harrison Harlingen, Texas 78550 Tel: 800-825-5395 <a href="mailto:Gulfdata2@sbcglobal.net">Gulfdata2@sbcglobal.net</a>
5. Gateway Printing Olivia	BLM	YZV	12/02/13	315 S. Closner Edinburg, Texas 78539 Cell: 956-388-0617 <a href="mailto:olivia@gatewaywp.com">olivia@gatewaywp.com</a>
6. Scott Merriman Jeff Biggs	BLM	YZV	12/02/13	11212 Goodnight Lane #200 Dallas, Texas 75229 Tel: 800-648-7022 <a href="mailto:scott-merriman@sbcglobal.net">scott-merriman@sbcglobal.net</a>
7. Nevill Knowledge Robert Arteaga	EMAIL	YZV	12/02/13	Tel: 956-630-2100. <a href="mailto:rarteaga@nevillsolutions.com">rarteaga@nevillsolutions.com</a>
8. Affordable Signs Juan Gomez	Email	YZV	12/02/13	Tel: 956-212-9942 <a href="mailto:sales@affordablesignsandmore.com">sales@affordablesignsandmore.com</a>
9. Staples Print Solutions James Murray	Email	YZV	12/03/13	4353 Interstate Way San Antonio, TX 78219 Tel: 210-414-3595 <a href="mailto:james@murray@staples.com">james@murray@staples.com</a>
10. Expressway Printing Copying & More David Menchaca	Email	YZV	12/03/13	2020 East Exp 83 Ste 4 Mercedes, TX 78570 <a href="mailto:dmenchaca@xprpcm.com">dmenchaca@xprpcm.com</a>
11. Prime Vendor Kimberly Doumit	Email	YZV	12/04/13	4622 Cedar Avenue Wilmington NC 28403 Tel: 800-746-9554 <a href="mailto:Bids20@prime-vendor.com">Bids20@prime-vendor.com</a>
12. Automated Business Services Russ Ramirez	Email	YZV	12/04/13	Tel: 210-708-5890 Or : 800-374-9271 <a href="mailto:russ@absservices.com">russ@absservices.com</a>

## PARTICIPATION BIDDER'S LOG

**BID OPENING: DECEMBER 18, 2013**

**BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT: Hidalgo County –SPECIALTY PRINTING & RELATED SERVICES**

**BID NO.: 2013-153-12-18-YZV**

**BUYER: Yolanda Velasquez**

NAME OF BIDDER: COMPANY/FIRM-	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	ADDRESS E-MAIL & PHONE NO
13. Seven Outsource Christina Miller	Email	YZV	12/05/13	616 Corporate Way, Suite 2-5122 Valley Cottage, NY 10989 Tel: 315-308-7852 <a href="mailto:Christina@sevenoutsource.com">Christina@sevenoutsource.com</a>
14. Material Promotions Peter Bove	Email	YZV	12/05/13	145 Railroad Hill Street Waterbury, CT 06708 Tel: 888-757-8908 <a href="mailto:pbove@materialpromotions.com">pbove@materialpromotions.com</a>
15. Action Printing, INC William Tamayo	Email	YZV	12/10/13	5371 NW 79 Ave Miami, FL 33166 Tel: 800-797-1258 <a href="mailto:cs@actionprintinginc.com">cs@actionprintinginc.com</a>
16. Custom Products Corp. Alex Hoegg	Email	YZV	12/10/13	P.O. BOX 54091 Jackson, MS 39288-0491 Tel: 888-905-5665 ext 245 <a href="mailto:alex@cpcsigns.com">alex@cpcsigns.com</a>

**\*VIA:**

**IN PERSON (IP)**

**E-MAIL REQUEST (EMR)**

**TELEPHONE REQUEST (TR)**

**BIDDER LIST MAIL OUT (BLM)**





otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **January 30, 2014** and ending on **January 31, 2015**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo  
Attn: County Judge  
302 W. University Drive  
Edinburg, Texas 78539**

If to Company **Gateway Printing & Office Supply Inc.  
315 S. Closner Blvd.  
Edinburg, Texas 78539-4674**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_,  
2011.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

**EXHIBIT “A”  
REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET**

**EXHIBIT “B”  
VENDOR’S BID**

TABULATION SHEET  
HIDALGO COUNTY  
“SPECIALTY PRINTING & RELATED SERVICES  
RFB NO.: 2013-153-01-28-YZV

<b>DISTRICT CLERK</b>			
	<b>SECTION II</b>	QTY	<b>GATEWAY</b>
1	Letterhead Paper		25.00 (500 ream)

<b>PURCHASING DEPARTMENT</b>			
	<b>SECTION II</b>	QTY	<b>GATEWAY</b>
1	Printing Paper 28#	10000	200.00
2	Business Cards w/Logo Card Stock Linen	1000	143.00

<b>93<sup>rd</sup> DISTRICT COURT</b>			
	<b>SECTION II</b>	QTY	<b>GATEWAY</b>
1	Award Certificate 8x11	2500	740.00

<b>BUDGET/PUBLIC AFFAIRS/EMPLOYEE BENEFITS</b>			
	<b>SECTION II</b>	QTY	<b>GATEWAY</b>
1	2X10 Desk/Door Name Plate Black w/White Letters	5	60.00

<b>JUSTICE OF THE PEACE PCT 2 PLACE 2</b>			
	<b>SECTION II</b>	QTY	<b>GATEWAY</b>
1	4X9 ½ JACKET “ The State of Texas	1000	102.00

<b>HEALTH &amp; HUMAN SERVICES DEPARTMENT</b>			
	<b>SECTION II</b>	QTY	<b>GATEWAY</b>
1	Envelope w/o Window	5000	275.00
2	Postmaster Label w/Logo	5000	720.00
3	HCCS_HCIHCP Cards	5000	305.00
4	Alto a la Tub.100# Gloss/ Stop TB	5000 S	335.00
		5000 E	335.00
5	Tb Get the Facts 100# Gloss Stop TB 100# Gloss	5000 E	395.00
		5000 S	395.00



AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

	DESCRIPTION	Estimate Qty	Unit Price	Total Price
<b>Purchasing Department</b>				
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000	.065	650.00
2	8.5 x 11 Heavyweight printing paper inkjet paper 24lbs- / 28lbs	10,000	.020	200.00
3	Envelopes w/ window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Standard #9	10000	.057	570.00
	Envelopes w/o window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Linen	10000	.054	540.00
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2-Card Stock Linen	1,000	.143	143.00
<b>County Court @ Law No. 5</b>				
1	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue	3,500	.140	490.00
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500	.235	117.50
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2	2500	.039	97.50
<b>93<sup>RD</sup> District Court</b>				
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500	.157	392.50
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1 <sup>st</sup> page is front/ back the other two only front Cty Logo in the bottom	2,500	.200	500.95
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark-25% Cotton-Off-White	2,500	.128	320.00
4	Business Cards w Envelopes Cty Logo in Gold & Dept Info. In Blue 9 1/2 x 4 1/4 25% Cotton-Off-White	2,500	.123	307.50
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 1/2 x 2 Card Stock 25% Cotton Off-White	500 per box	.076	38.00
6	Award/Certificate 8x11 1/2 Gold border with Blk Letters	2,500	.296	740.00
<b>Elections Department</b>				
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk -20# Cotton	500 per box	.357	178.50
2	Envelopes without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500 per box	.218	109.00
	Envelopes w/window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-20#	500 per box	.218	109.00
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2**See Sample-80 # Cover Stock	500 per box	.231	115.50
-4	Notepads		Delete	
<b>Budget /Public Affairs/ W/Comp/Employee Benefits</b>				
1	Envelopes w/ without window 4 x 9 1/2 w Cty Logo & Dept Info. Blue/Gold ink	500	.218	109.00
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2	500	.076	38.00
3	2 x 10 desk/door name plates Blk w/ white letters	5	12.00	60.00
<b>Justice of the Peace Pct 2 Place 2</b>				
1	Business Cards w Pink Rose & Blk letters 3 1/2 x 2	2,000	.083	166.00
2	4x 9 1/2 Jacket with Blk letters*The State Of Texas	1000	.102	102.00
<b>449<sup>TH</sup> Judicial District of Texas</b>				
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (White linen, raised printed)-Cotton	3000	.05	150.00
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000	.149	149.00
3	Envelopes w/ window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk	500	.218	109.00
	Envelopes w/o window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500	.218	109.00
<b>R.O.W-Delete</b>				
1	Business Cards w Cty Logo & Dept Info. In Blk 3 1/2 x 2	5000	—	—
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue-Linen, raise printed.	3000	—	—

**AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV**

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>PCT 4</b>				
1	Business Cards w Cty Logo in Gold & Dept Info: In Blk 3 1/2 x 2 (Wht linen, raised blk printed) for about 10 employees	2,000	.112	224.00
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25% Cotton	2,000	.108	216.00
3	Envelopes w/ without window - Wht 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000	.129	258.00
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A)	.076	1520.00
		10,000 (B)		
5	Service Work order Books 9" x 5.5" (2 part of 50 pages) in sequence	5,000	DELETE	—
6	Work Order Books 9" x 5.5" (2 part of 50 pages) in sequence	5,000	DELETE	—
<b>Health &amp; Human Services</b>				
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000	.102	510.00
2	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. Blue	5,000	.069	345.00
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000	.055	275.00
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000	.144	720.00
5	9x 5 Index card Form L-37	5,000	.061	305.00
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000	.029	145.00
7	3 1/2 x 6 Blue Blk letters Registro de Tratamiento Preventive	5,000	.057	285.00
8	Attention...Parents flyer 8 1/2 x 11 Glossily in color with border 100# Gloss	5,000	.093	465.00
9	HPV Vaccine flyer 8 1/2 x 11 glossily in color 100# Gloss	5,000	.093	465.00
10	Information for Healthcare providers from CDC (VFC) 8 1/2 x 11 in color 100# Gloss	5,000 Eng	.093	465.00
		5000Span	.093	465.00
11	Information for parents from CDC (VFC) 8 1/2 x 11 glossily in color 100# Gloss	5,000	.093	465.00
12	National Infant Immunization Campaign flyer 8 1/2 x 11 in color 100#-Gloss	5,000	.093	465.00
13	Vaccine Freezer Setup flyer 8 1/2 x 11 glossily in color IMM-966-100#-Cover Gloss	5,000	.121	605.00
14	Vaccine Freezer Setup flyer 8 1/2 x 11 glossily in color IMM-962-100#-Cover Gloss	5,000	.121	605.00
15	Acceptable Temperatures for Vaccines 8 1/2 x 11 glossily in color 100#- Cover Gloss	5,000	.121	605.00
16	Vaccine Coordinator 8 1/2 x 11 glossily in color 100#-Cover Gloss	5,000	.121	605.00
17	Monthly Care of Vaccine Storage Units 8 1/2 x 11 glossily in color 100#-Gloss	5,000	.121	605.00
18	Keep your Germs to yourself 8 1/2 x 11 glossily in color 100#-Gloss	5,000	.093	465.00
19	Alto A la Gripe Texasflu.org. 8 1/2 x 11 glossily in color 100#-Gloss	5,000	.093	465.00
20	FAQ from parents about Vaccines for Infants 8 1/2 x 11 copy paper color 20#-Non-Gloss	5,000	.087	435.00
21	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)-tri-fold 100# Gloss	5,000	.117	585.00
22	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)black ink 8 pages	5,000 ea	.200	1000.00
23	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)-black ink 8 pages	5,000	.200	1000.00
24	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)-black ink -3 pages	5,000	.134	670.00
25	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)"Do you need a Temporary Food Event Permit"	5,000	.134	670.00
26	Alto a la tuberculosis/Stop TB-Multi Color Flyer - Gloss Paper 2 Pages English & Spanish 100#-Gloss	5000 Eng	.067	335.00
		5000 Span	.067	335.00
27	TB Get the Facts/La Tuberculosis-... English/Spanish Blue & Black Ink - Tri-Fold-Gloss Paper - Double Sided Print 100#-Gloss	5000 Eng	.079	395.00
		5000 Span	.079	395.00

**AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV**

	DESCRIPTION	Estimate Qty	Unit Price	Total Price
<b>HEALTH DEPARTMENT CONTINUATION</b>				
28	TB Skin Test Record Double Sided Print White Stock 5x3 Index Card-Black Ink	5,000	.035	175.00
29	Appt Card 5x3 blue Index Card Single Sided Print-Black Ink	5,000	.030	150.00
30	Patient Has an App.. Card 5x3 ¼ Double Sided Print-White Stock Card	5,000	.035	175.00
31	Treatment Record English & Spanish (2 Cards) Double Sided Print 6x3 ½ Yellow Stock Card	5,000	.067	335.00
32	Referral Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk Pad of 50 sets	5,000	.144	720.00
33	On-site Wastewater Systems Checklist 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000	.099	495.00
34	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000	.099	495.00
35	Foster Home Inspection Report 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000	.144	720.00
36	Sanitary Inspection Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000	.144	720.00
37	Investigation Report Occupational Health Regulation #2-B 4 part (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000	.191	955.00
38	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000	.033	165.00
39	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000	.033	165.00
40	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000	.033	165.00
41	CMS 1500 NCR 2 part for computer -Continuous Feed Red Ink Double Sided Print	5,000	.111	555.00
42	TB Program Evaluation -TB 340 4-part NCR-Side Glue-Landscape Print	1,000	.562	562.00
43	TB Program Evaluation -TB 341-4-part NCR-Side Glue-Landscape Print	5,000	.149	745.00
44	TB Report of Case & Patient Serv-TB 400A-3Part Top Glue	3,000	.152	456.00
45	Report of TB Case & Patient Serv TB-400B-3-Part Top Glue	3,000	.152	456.00
46	Certificate to return to Work...HCHHSD 10069-2-Part Top Glue Black Ink	500	.284	142.00
47	To Whom it may Concern HCHHSD 20083 2-Part Top Glue	1000	.199	199.00
48	Food Serv Establishment 3-Part NCR-Double Sided Print-Top Glue	5000	.143	715.00
49	On-Site Sewerage Inspection Report 3-Part NCR Top Glue	5000	.143	715.00
50	Application for ON-Site Sewerage Facility 2-Part NCR Top Glue	5000	.096	480.00
51	ON Site Sewage Facility Tec Info.. 2-Part NCR Top Glue Black Ink	5000	.096	480.00
52	Authorization to Construct...2-Part NCR Top Glue Black Ink	5000	.096	480.00
53	Soil Evaluation Report Info. 1 Page Double Sided Print - BLUE INK	5000	.039	195.00
54	Family Planning Appt. Card 3 ½ x 4 - White Stock Double Sided Print-Black Ink	2000	.063	126.00
55	Prenatal Weight Gain Grid White 20 lb. paper Multi Color Form	2000	.212	424.00
56	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	.136	680.00
57	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	.136	680.00
<b>TRESURER'S OFFICE</b>				
1	14" E-Z Fold Blank Check w/Control Number	20000	NO BID	

**GATEWAY PRINTING & OFFICE SUPPLY INC.  
315 S. CLOSNER  
EDINBURG, TX 78539  
PH. 936-383-3881 FAX 936-383-4674  
BUTCH SHOOK**

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

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BIDDER/COMPANY NAME: Gateway Printing & Office Supply, Inc.  
ADDRESS: 315 S. Closner  
CITY/STATE/ZIP: Edinburg TX 78539  
PHONE NO/FAX NO: (956) 383-3861 (956) 383-4674  
CELL PHONE NO: (956) 383-3861  
E-MAIL ADDRESS: butch@gatewayp.com  
AUTHORIZED SIGNATURE: B. Shook  
TITLE: Sr. VP

GATEWAY PRINTING & OFFICE SUPPLY INC.  
315 S. CLOSNER  
EDINBURG, TX 78539  
PH. 956-383-3861 FAX 956-383-4674  
BUTCH SHOOK

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/2013

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER
		PHONE (A/C, No, Ext): 888-333-4949      FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED GATEWAY PRINTING AND OFFICE SUPPLY INC 315 S CLOSER BLVD EDINBURG, TX 78539-4674	336-266-2	INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED SERVICE INSURANCE COMPANY      NAIC # 28304
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES      CERTIFICATE NUMBER: 32      REVISION NUMBER: 0

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	9421779	12/01/2013	12/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	9421779	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION	N	N	9421780	12/01/2013	12/01/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9804084	12/01/2013	12/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL NAMED INSUREDS INCLUDE  
 JONES AND COOK STATIONERS

CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR  
 BUSINESS AUTO LIABILITY.

### CERTIFICATE HOLDER

336-266-2  
 HIDALGO COUNTY  
 2812 S BUSINESS HIGHWAY 281  
 EDINBURG, TX 78539-6243

32 0

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT  
C-13-153c-01-28**

THIS CONTRACT is made and entered into this **28<sup>TH</sup>** Day of **January 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Curtis 1000 Inc., Company**).

WHEREAS, Company responded to advertised notices for bids for **“Specialty Printing and Related 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 agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **January 30, 2014** and ending on **January 31, 2015**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services



and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                      **The County of Hidalgo  
Attn: County Judge  
302 W. University Drive  
Edinburg, Texas 78539**

If to Company                      **Curtis 1000  
P.O. Box 4547  
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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_,  
2011.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

**EXHIBIT “A”  
REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET**

**EXHIBIT “B”  
VENDOR’S BID**

TABULATION SHEET  
 HIDALGO COUNTY  
 "SPECIALTY PRINTING & RELATED SERVICES"  
 RFB NO.: 2013-153-01-28

---

**CURTIS 1000**

<b>SECTION II - DISTRICT CLERK</b>				
	<i>DESCRIPTION</i>	<i>QTY</i>	Scott Merriman	
			Unit Price	Total Price
1	#28 Catalog Envelope No Window	10000-THERMO	149.55(1m)	1495.50

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

OVID  
DEC 8 2013  
10000  
Witnessed

**SECTION A**

LETTERHEAD		PRICES	
NO.	Description	1 color	2 colors
1	Standard size -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering.	No	Bid
2	Legal size- 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering.	No	Bid

BUSINESS CARDS:		1 color	2 colors
NO.	Description		
1	Business Cards (1) one sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering	No	Bid
2	Business Cards (2) two sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering	No	Bid

ENVELOPES:		1 color	2 colors
NO.	Description		
1	Envelopes with windows 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering	No	Bid
2	Envelopes without window 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering	No	Bid

BANKNOTE PAPER:		Unit Price	Total Price
NO.	Description		
1	Banknote Paper-Letter Size	No	Bid
2	Banknote Paper - Legal Size	No	Bid

**SECTION B**

Description		Estimated Quantity	UNIT PRICE	TOTAL
<b>DISTRICT CLERK</b>				
1	#10 Envelopes	70,000	61 <sup>19</sup>	4283 <sup>30</sup>
2	#28 Catalog Envelopes-white Stock - No Window	10,000	Thermo	149 <sup>55</sup> 1495 <sup>50</sup>
			Flat Print	149 <sup>55</sup> 1495 <sup>50</sup>
3	Letterhead Paper-20# Cotton	10,000	80 <sup>17</sup>	801 <sup>70</sup>
4	Manila Custom Case Binder Legal Size 9 7/8 x 14 3/4	9,000	No	Bid
5	Red Custom Case Binder Legal Size 9 7/8 x 14 3/4	6,000	No	Bid
6	Green Custom Case Binder Legal Size 9 7/8 x 14 3/4	3,000	No	Bid
<b>COUNTY CLERK</b>				
1	Booklet Envelopes	3000	w/peel	No Bid
		3000	w/o peel	↓
		6000	w/ peel	↓
		6000	w/o peel	↓
2	Bound Books	2	DELETE	
3	Birth /Marriage/Death Envelopes-Gold Print	3000	No	6000 No Bid
		3000	Bid	6000 Bid
4	Marriage License/Certified Marriage License 4/1 color-Legal Size	1000	No	Bid
			DELETE	
5	Poly Envelopes for Wallet Cards	3000	DELETE	Bid
6	Banknote-Number Sequence 7X 9 1/2	5000	↓	↓
		10000	↓	↓



AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECIALTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

OPENED  
DEC 2013  
W/Res

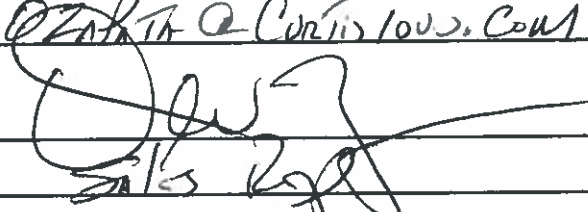
DESCRIPTION	Estimate Qty	Unit Price	Total Price
<b>Purchasing Department</b>			
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000	801 <sup>74</sup>
2	8.5 x 11 Heavyweight printing paper inkjet paper 24lbs / 28lbs	10,000	No Bid
3	Envelopes w/ window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Standard #9	10000	53 <sup>96</sup>
	Envelopes w/o window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Linen	10000	53 <sup>96</sup>
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2-Card Stock Linen	1,000	No Bid
<b>County Court @ Law No. 5</b>			
1	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue	3,500	No Bid
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500	No Bid
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2	2500	
<b>93<sup>RD</sup> District Court</b>			
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500	No Bid
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1 <sup>st</sup> page is front/ back the other two only front Cty Logo in the bottom	2,500	
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark-25% Cotton-Off-White	2,500	
4	Business Cards w Envelopes Cty Logo in Gold & Dept Info. In Blue 9 1/2 x 4 1/4 25% Cotton-Off-White	2,500	
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 1/2 x 2 Card Stock 25% Cotton Off-White	500 per box	
6	Award/Certificate 8x11 1/2 Gold border with Blk Letters	2,500	
<b>Elections Department</b>			
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk -20# Cotton	500 per box	No Bid
2	Envelopes without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500 per box	
	Envelopes w/window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-20#	500 per box	
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2**See Sample-80 # Cover Stock	500 per box	
-4	Notepads		Delete
<b>Budget /Public Affairs/ W/Comp/Employee Benefits</b>			
1	Envelopes w/ without window 4 x 9 1/2 w Cty Logo & Dept Info. Blue/Gold ink	500	No Bid
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2	500	
3	2 x 10 desk/door name plates Blk w/ white letters	5	
<b>Justice of the Peace Pct 2 Place 2</b>			
1	Business Cards w Pink Rose & Blk letters 3 1/2 x 2	2,000	No Bid
2	4x9 1/2 Jacket with Blk letters*The State Of Texas		
<b>449<sup>TH</sup> Judicial District of Texas</b>			
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (White linen, raised printed)-Cotton	3000	No Bid
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000	
3	Envelopes w/ window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk	500	
	Envelopes w/o window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500	
<b>R.O.W-Delete</b>			
1	Business Cards w Cty Logo & Dept Info. In Blk 3 1/2 x 2	5000	/
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, raise printed.	3000	/

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

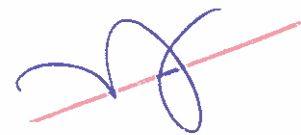
OPEN  
12/2013  
Villette

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>PCT 4</b>				
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (Wht linen, raised blk printed) for about 10 employees	2,000	No	Bid
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton	2,000	↓	↓
3	Envelopes w/ without window -Wht 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000	↓	↓
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A)	↓	↓
		10,000 (B)		
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence	5,000	DELETE	
6	Work Order Books 9" x 5.5 (2part of 50 pages) in sequence	5,000	DELETE	
<b>Health &amp; Human Services</b>				
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000	No	Bid
2	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. Blue	5,000		
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000		
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000		
5	9x 5 Index card Form L-37	5,000		
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000		
7	3 1/2 x 6 Blue Blk letters Registro de Tratamiento Preventive	5,000		
8	Attention...Parents flyer 8 1/2 x 11 Glossily in color with border 100# Gloss	5,000		
9	HPV Vaccine flyer 8 1/2 x 11 glossily in color 100# Gloss	5,000		
10	Information for Healthcare providers from CDC (VFC) 8 1/2 x 11 in color 100# Gloss	5,000 Eng		
		5000Span		
11	Information for parents from CDC (VFC) 8 1/2 x 11 glossily in color 100# Gloss	5,000		
12	National Infant Immunization Campaign flyer 8 1/2 x 11 in color 100#-Gloss	5,000		
13	Vaccine Freezer Setup flyer 8 1/2 x 11 glossily in color IMM-966-100#-Cover Gloss	5,000		
14	Vaccine Freezer Setup flyer 8 1/2 x 11 glossily in color IMM-962 -100#-Cover Gloss	5,000		
15	Acceptable Temperatures for Vaccines 8 1/2 x 11 glossily in color 100#- Cover Gloss	5,000		
16	Vaccine Coordinator 8 1/2 x 11 glossily in color 100#-Cover Gloss	5,000		
17	Monthly Care of Vaccine Storage Units 8 1/2 x 11 glossily in color 100#-Gloss	5,000		
18	Keep your Germs to yourself 8 1/2 x 11 glossily in color 100#-Gloss	5,000		
19	Alto A la Gripe Texasflu.org. 8 1/2 x 11 glossily in color 100#-Gloss	5,000		
20	FAQ from parents about Vaccines for Infants 8 1/2 x 11 copy paper color 20#-Non-Gloss	5,000		
21	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)-tri-fold 100# Gloss	5,000		
22	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)black ink 8 pages	5,000 ea		
23	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)-black ink 8 pages	5,000		
24	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)-black ink -3 pages	5,000		
25	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)"Do you need a Temporary Food Event Permit"	5,000		
26	Alto a la tuberculosis/Stop TB-Multi Color Flyer - Gloss Paper 2 Pages English & Spanish 100#-Gloss	5000 Eng	↓	↓
		5000 Span		
27	TB Get the Facts/La Tuberculosis-... English/Spanish Blue & Black Ink - Tri-Fold-Gloss Paper - Double Sided Print 100#-Gloss	5000 Eng	↓	↓
		5000 Span		

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

BIDDER/COMPANY NAME: CURTIS 1000 / OSCAR ZALTA  
ADDRESS: P.O. Box 4547  
CITY/STATE/ZIP: McALLEN, TX, 78502  
PHONE NO/FAX NO: 956-605-1309 / 956-631-1001  
CELL PHONE NO: 956-605-1309  
E-MAIL ADDRESS: OZALTA@Curtis1000.com  
AUTHORIZED SIGNATURE:   
TITLE: Sales Rep

**OPENED**  
DEC 18 2013  
Wosam  
**Witnessed**



**EXHIBIT “C”  
INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/23/2013

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Curtis 1000 2300 Main Street Hugo MN 55038 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C: Columbia Casualty Company		31127
	INSURER D:		
	INSURER E:		
INSURER F:			

RECEIVED  
JAN 05 2014  
By: [Signature]

**COVERAGES**      **CERTIFICATE NUMBER:** 570052344959      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>		35317844	01/01/2014	01/01/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		73207261	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>					EACH OCCURRENCE	
						AGGREGATE	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	471704411	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Hidalgo County Attn: Yolanda Velasquez 2802 S. Business Hwy. 281 Edinburg TX 78539 USA	<b>CANCELLATION</b>  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  <i>Aon Risk Services Central, Inc.</i>
--	--

Holder Identifier :

Certificate No : 570052344959



otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. **Company shall provide the Services to locations specified by Hidalgo County by third party insured shippers FOB such locations so specified by Hidalgo County.**

3. This Contract shall be for a period of one year effective **January 30, 2014** and ending on **January 31, 2015**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services

shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its



agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	<b>The County of Hidalgo Attn: County Judge 302 W. University Drive Edinburg, Texas 78539</b>
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If to Company	<b>Gulf Data Products/ E.A. Stone Inc. 810 E. Harrison Harlingen, Texas 78550</b>
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13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the

contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_,  
2011.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

**EXHIBIT “A”  
REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET**

**EXHIBIT “B”  
VENDOR’S BID**

TABULATION SHEET  
HIDALGO COUNTY  
"SPECIALTY PRINTING & RELATED SERVICES"  
RFB NO.: 2013-153-01-28-YZV

<b>SECTION I</b>		QTY	<b>GULF DATA</b>	
			1 color	2 colors
1	Letterhead Paper Standard size -8.5 x 11	1000	105.00	109.00
2	Letterhead Paper-Legal size- 8.5 x 14	1000	145.00	149.00
3	Business Cards (1) one sided	500	29.50	34.95
4	Business Cards (2) two sided	500	35.00	40.00
5	Envelopes with windows	1000	145.00	149.00
6	Envelopes without window	1000	149.00	154.00

<b>DISTRICT CLERKS</b>					
<b>SECTION II</b>			QTY	<b>GULF DATA</b>	
1	#10 Envelopes			70000	.0289
2	#28 Catalog Envelope no window	10000	THERMO	NO BID	
			FLAT PRINT	.095	950.00

<b>COUNTY CLERK</b>					
<b>SECTION II</b>			QTY	<b>GULF DATA</b>	
1	Birth/Marriage/Death Envelopes			3000	.28
			6000	.235	1410..
	Honorable Discharge Envelopes		3000	.28	840.00
			6000	.325	1410.00

<b>PURCHASING DEPARTMENT</b>					
<b>SECTION II</b>			QTY	<b>GULF DATA</b>	
1	Letterhead w/watermark – Linen			10000	.0588
2	Envelopes w/window #9 w/Logo		10000	.035	350.00
	Envelopes w/o window #0 w/Logo		10000	.038	328.00

<b>COUNTY COURT AT LAW № 5</b>					
<b>SECTION II</b>			QTY	<b>GULF DATA</b>	
1	Envelopes w/o/ window-logo			3500	.038
2	Letterhead Paper		500	.126	63.00
3	Business Cards Card Stock		500	.035	87.50

<b>93<sup>rd</sup> DISTRICT COURT</b>					
<b>SECTION "B"</b>			QTY	<b>GULF DATA</b>	
1	Order of Release 3-Part NCR			2500	.1516
2	Order of Commitment 3-Part NCR		2500	.1596	399.00
3	Letterhead Paper- Logo – Cotton		2500	.0688	172.00
4	Business Envelopes w/o window-Cotton		2500	.1196	299.00
5	Business Cards Card Stock- Cotton		500	.0735	36.75

TABULATION SHEET  
HIDALGO COUNTY  
“SPECIALTY PRINTING & RELATED SERVICES”  
RFB NO.: 2013-153-01-28-YZV

<b>ELECTIONS DEPARTMENT</b>				
<b>SECTION “B”</b>		QTY	<b>GULF DATA</b>	
1	Letterhead w/Logo – 20# Cotton	500	.19	95.00
2	Envelopes w/o Window Cotton	500	.204	102.00
	Envelopes w/window Logo	500	.00118	59.00
3	Business Card w/Logo 80 Cover Stock	500	.078	39.00

<b>BUDGET/PUBLIC AFFAIRS/EMPLOYEE BENEFITS</b>				
<b>SECTION “B”</b>		QTY	<b>GULF DATA</b>	
1	Envelopes w/o window-Cotton	500	.00118	59.00
2	Business Cards w/Logo	500	.0715	59.00

<b>JUSTICE OF THE PEACE PCT 2 PLACE 2</b>				
<b>SECTION II</b>		QTY	<b>GULF DATA</b>	
1	Business Cards w/ Pink Rose	2000	.057	114.00

<b>449<sup>TH</sup> JUDICIAL DISTRICT OF TEXAS</b>				
<b>SECTION II</b>		QTY	<b>GULF DATA</b>	
1	Business Cards w/Logo-Cotton	3000	.040	120.00
2	Envelopes w/window -white	500	.114	57.00
	Envelopes w/o Window-Cotton	500	.118	59.00

<b>PRECINCT 4</b>				
<b>SECTION II</b>		QTY	<b>GULF DATA</b>	
1	Business Cards w/Logo	2000	.0295	59.00
2	Letterhead w/Logo 25# Cotton	2000	.093	186.00
3	Envelopes w/o Window Standard #9	2000	.043	84.00
4	Polypropylene Sticker w/face adhesive 3x3	3000(A)	.1295	1295.00
		3000(B)	.1295	1295.00

<b>HEALTH AND HUMAN SERVICES</b>				
#	<b>SECTION II</b>	QTY	<b>GULF DATA</b>	
1	Letterhead 8.5 x 11	5000	.097	485.00
2	Envelope with window Logo	5000	.038	190.00
3	9x5 Index Card Form L-37	5000	.073	87.00
4	Chest Clinic Appointment Card	5000	.0174	142.00
5	Registro de Tratamiento Preventive	5000	.0284	370.00
6	Parents flyer 8 ½ x 11	5000	.0284	370.00
9	HPV Vaccine flyer	5000	.0284	370.00

TABULATION SHEET  
HIDALGO COUNTY  
“SPECIALTY PRINTING & RELATED SERVICES”  
RFB NO.: 2013-153-01-28-YZV

10	Information for Healthcare ...100Gloss	5000	.074	370.00
<b>HEALTH AND HUMAN SERVICES - CONTINUATION</b>				
	<b>SECTION II</b>	<b>QTY</b>	<b>GULF DATA</b>	
11	Information for parents from CDC	5000	.074	370.00
12	National Infant Immunization Campaign flyer	5000	.074	370.00
13	Vaccine Freezer IMM-966	5000	.074	370.00
14	Vaccine Freezer IMM-962	5000	.074	370.00
15	Acceptable Temperatures for Vaccines	5000	.074	370.00
16	Vaccine Coordinator	5000	.074	370.00
17	Monthly Care of Vaccine Storage Units	5000	.074	370.00
18	Keep your Germs to yourself	5000	.074	370.00
19	Alto A la Gripe Texasflu.org.	5000	.074	370.00
20	FAQ from parents about Vaccines for Infants(5-pages price per each page	5000	.0798	399.00
21	Flyer-tri-fold 100# Gloss English /Spanish-Double Sided Print	5000E	.0838	419.00
		5000S	.0838	419.00
22	Letter Size Handouts – 8 pages	5000	.1788set	894.00
23	Letter Size Handouts- 8 pages	5000	.1788set	894.00
24	Letter Size Handouts-3 pages	5000	.0756 set	378.00
25	Letter Size Flyer Do you need..	5000	.0251	125.50
26	TB Skin Test Record	5000	.0278	139.00
27	Appt Card 5x3	5000	.0298	149.00
28	Patient Has an Appt	5000	.0278	139.00
29	Treatment Record English Spanish Double Sided Print	5000	.0338	169.00
30	Referral Form	5000	.105	525.00
31	ON-Site Wastewater checklist	5000	.0734	367.00
32	How to obtain a County Permit	5000	.0734	367.00
33	Foster Home Insp. 3-part NCR	5000	.105	525.00
34	Sanitary Inspection 3part NCR	5000	.105	525.00
35	Investigation Report	5000	.139	695.00
36	License To Operate OSSF	5000	.0254	127.00
37	Temporary Food Establish....	5000	.0254	127.00
38	Environmental & Consumer	5000	.0258	129.00
39	CMS 1500 2-part NCR Con Feed	5000	.065	325.00
40	TB Program 4 part NCR	1000	.252	252.00
41	TB Program TB-341-1 4part NCR	5000	.139	695.00
42	TB Report –TB-400A 3-part NCR	3000	.135	405.00
43	TB Report –TB 400B 3-part NCR	3000	.135	405.00
44	Certificate to return	500	.168	84.00
45	HCHHSD 10069-2-part	1000	.129	129.00
46	Food Service 3-part NCR	5000	.1198	599.00



TABULATION SHEET  
HIDALGO COUNTY  
“SPECIALTY PRINTING & RELATED SERVICES”  
RFB NO.: 2013-153-01-28-YZV

47	ON-Site Sewerage 3-part NCR	5000	.105	525.00
<b>HEALTH AND HUMAN SERVICES - CONTINUATION</b>				
	<b>SECTION II</b>	<b>QTY</b>	<b>GULF DATA</b>	
48	Application 2-part NCR	5000	.0734	367.00
49	Tech Info 2-part NCR	5000	.0734	367.00
50	Authorization 2-part NCR	5000	.0734	367.00
51	Soil Evaluation Double Sided	5000	.0382	191.00
52	Family Planning	2000	.0395	79.00
53	Prenatal Weight Gain Grid	2000	.1895	379.00
54	ON Site Book Perforated	5000	.109	545.00
55	Health Permit Book Perforated N <sup>o</sup>	5000	.109	545.00
<b>TREASURERS</b>				
	<b>SECTION II</b>	<b>QTY</b>	<b>GULF DATA</b>	
1	E-Z Fold Blank Check w/Control N <sup>o</sup>	20000	.089	1780.00

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

OPENED  
DEC 8 2013  
10/18/13  
Witnessed

**SECTION A**

LETTERHEAD		PRICES	
NO.	Description	1 color	2 colors
1	Standard size -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering. 1000	.105 ea	.109 ea
2	Legal size- 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering. 1000	.145 ea	.149 ea

**BUISNESS CARDS:**

NO.	Description	1 color	2 colors
1	Business Cards (1) one sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering 1500	29.50	34.95
2	Business Cards (2) two sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering 500	35.00	40.00

**ENVELOPES:**

NO.	Description	1 color	2 colors
1	Envelopes with windows 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering 1000	.145	.149
2	Envelopes without window 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering 1000	.149	.154

**BANKNOTE PAPER:**

NO.	Description	Unit Price	Total Price
1	Banknote Paper-Letter Size		
2	Banknote Paper - Legal Size	CAN'T GET THIS ITEM.	

**SECTION B**

Description		Estimated Quantity	UNIT PRICE	TOTAL	
<b>DISTRICT CLERK</b>					
1	#10 Envelopes	70,000	.0289	2023.00	
2	#28 Catalog Envelopes-white Stock - No Window	10,000	Thermo	N/A	
			Flat Print	.095 ea	950.00
3	Letterhead Paper-20# Cotton	20,000	.179 ea	3580.00	
4	Manila Custom Case Binder Legal Size 9 7/8 x 14 3/4 * BOTH 1/2	9,000	1.3219 ea	11897.00	
5	Red Custom Case Binder Legal Size 9 7/8 x 14 3/4 THIS POSITION	6,000	1.399 ea	8390.00	
6	Green Custom Case Binder Legal Size 9 7/8 x 14 3/4 2" EXPANSION	3,000	1.493 ea	4477.00	
<b>COUNTY CLERK</b>					
1	Booklet Envelopes	3000	w/peel	.57 ea	1710.00
		3000	w/o peel	.495 ea	1485.00
		6000	w/ peel	.38 ea	2280.00
		6000	w/o peel	.33 ea	1980.00
2	Bound Books	2	DELETE		
3	Birth /Marriage/Death Envelopes-Gold Print	3000	.28 ea	6000	.235 ea
	Honorable Discharge Envelopes-Blue Print	3000	.28 ea	6000	.235 ea
4	Marriage License/Certified Marriage License 4/1 color-Legal Size	1000	N/A		
5	Poly Envelopes for Wallet Cards	3000	DELETE		
6	Banknote-Number Sequence 7X 9 1/2	5000	N/A		
		10000	N/A		

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZVZ

CREATED

18013

10/10/13

Reviewed

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>Purchasing Department</b>				
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000	.0588 ea	588.00
2	8.5 x11 Heavyweight printing paper inkjet paper 24lbs/ 28lbs	10,000	.0385 ea	385.00
3	Envelopes w/ window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Standard #9	10000	.035	350.00
	Envelopes w/o window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Linen	10000	.0328 ea	328.00
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2-Card Stock Linen	1,000	.0347 ea	347.00
<b>County Court @ Law No. 5</b>				
1	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue	3,500	.038 ea	133.00
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500	.126 ea	63.00
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2	2500	.035 ea	87.50
<b>93<sup>RD</sup> District Court</b>				
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500	.1516 ea	379.00
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1 <sup>st</sup> page is front/ back the other two only front Cty Logo in the bottom	2,500	.1596 ea	399.00
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark-25% Cotton-Off-White	2,500	.0688 ea	172.00
4	Business Cards w Envelopes Cty Logo in Gold & Dept Info. In Blue 9 1/2 x 4 1/4 25% Cotton-Off-White	2,500	.1196 ea	299.00
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 1/2 x 2 Card Stock 25% Cotton Off-White	500 per box	.0735 ea	36.75
6	Award/Certificate 8x11 1/2 Gold border with Blk Letters	2,500	.379 ea	947.50
<b>Elections Department</b>				
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk -20# Cotton	500 per box	.19 ea	95.00
2	Envelopes without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500 per box	.204 ea	102.00
	Envelopes w/window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-20#	500 per box	.00118 ea	59.00
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2**See Sample-80 # Cover Stock	500 per box	.078 ea	39.00
-4	Notepads		Delete	
<b>Budget /Public Affairs/ W/Comp/Employee Benefits</b>				
1	Envelopes w/ without window 4 x 9 1/2 w Cty Logo & Dept Info. Blue/Gold ink	500	.00118 ea	59.00
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2	500	.0715 ea	35.75
3	2 x 10 desk/door name plates Blk w/ white letters	5	19.00 ea	95.00
<b>Justice of the Peace Pct 2 Place 2</b>				
1	Business Cards w Pink Rose & Blk letters 3 1/2 x 2	2,000	.057 ea	114.00
2	4x 9 1/2 Jacket with Blk letters*The State Of Texas	5000	.0358 ea	179.00
<b>449<sup>TH</sup> Judicial District of Texas</b>				
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (White linen, raised printed)-Cotton	3000	.040 ea	120.00
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000	.149 ea	149.00
3	Envelopes w/ window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk	500	.114 ea	57.00
	Envelopes w/o window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500	.118 ea	59.00
<b>R.O.W-Delete</b>				
1	Business Cards w Cty Logo & Dept Info. In Blk 3 1/2 x 2	5000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, raise printed.	3000		



AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

REVISED  
MAY 1 2013  
Dillon  
Processed

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>HEALTH DEPARTMENT CONTINUATION</b>				
28	TB Skin Test Record Double Sided Print White Stock 5x3 Index Card-Black Ink	5,000	.0278 ea	139.00
29	Appt Card 5x3 blue Index Card Single Sided Print-Black Ink	5,000	.0298 ea	149.00
30	Patient Has an App. Card 5x3 ¼ Double Sided Print-White Stock Card	5,000	.0278 ea	139.00
31	Treatment Record English & Spanish (2 Cards) Double Sided Print 6x3 ½ Yellow Stock Card	5,000	.0338 ea	169.00
32	Referral Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk Pad of 50 sets	5,000	.105 ea	525.00
33	On-site Wastewater Systems Checklist 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000	.0734 ea	367.00
34	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000	.0734 ea	367.00
35	Foster Home Inspection Report 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000	.105 ea	525.00
36	Sanitary Inspection Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000	.105 ea	525.00
37	Investigation Report Occupational Health Regulation #2-B 4 part (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000	.139 ea	695.00
38	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000	.0254 ea	127.00
39	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000	.0254 ea	127.00
40	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000	.0258 ea	129.00
41	CMS 1500 NCR 2 part for computer -Continuous Feed Red Ink Double Sided Print	5,000	.065 ea	325.00
42	TB Program Evaluation -TB 340 4-part NCR-Side Glue-Landscape Print	1,000	.252 ea	252.00
43	TB Program Evaluation -TB 341-4-part NCR-Side Glue-Landscape Print	5,000	.139 ea	695.00
44	TB Report of Case & Patient Serv-TB 400A-3Part Top Glue	3,000	.135	405.00
45	Report of TB Case & Patient Serv TB-400B-3-Part Top Glue	3,000	.135	405.00
46	Certificate to return to Work...HCHHSD 10069-2-Part Top Glue Black Ink	500	.168	84.00
47	To Whom it may Concern HCHHSD 20083 2-Part Top Glue	1000	.129 ea	129.00
48	Food Serv Establishment 3-Part NCR-Double Sided Print-Top Glue	5000	.1198	599.00
49	On-Site Sewerage Inspection Report 3-Part NCR Top Glue	5000	.105	525.00
50	Application for ON-Site Sewerage Facility 2-Part NCR Top Glue	5000	.0734	367.00
51	ON Site Sewage Facility Tec Info. 2-Part NCR Top Glue Black Ink	5000	.0734	367.00
52	Authorization to Construct...2-Part NCR Top Glue Black Ink	5000	.0734	367.00
53	Soil Evaluation Report Info. 1 Page Double Sided Print - BLUE INK	5000	.0382 ea	191.00
54	Family Planning Appt. Card 3 ½ x 4 - White Stock Double Sided Print-Black Ink	2000	.0395 ea	79.00
55	Prenatal Weight Gain Grid White 20 lb. paper Multi Color Form	2000	.1895 ea	379.00
56	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	.109 ea	545.00
57	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	.109 ea	545.00
<b>TRESURER'S OFFICE</b>				
1	14" E-Z Fold Blank Check w/Control Number	20000	.089 ea	1780.00

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

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BIDDER/COMPANY NAME: GULF DATA PRODUCTS  
ADDRESS: 810 E. HARRISON  
CITY/STATE/ZIP: HARLINGEN TX 78550  
PHONE NO/FAX NO: 800-825-5395 - 956-425-5535  
CELL PHONE NO: 956-802-7467  
E-MAIL ADDRESS: gulldata2@sbcglobal.net  
AUTHORIZED SIGNATURE: *Wini Kungu*  
TITLE: PRESIAENT

**OPENED**  
DEC 18 2013  
*Wini Kungu*  
**Witnessed**

*[Handwritten signature]*

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**

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).

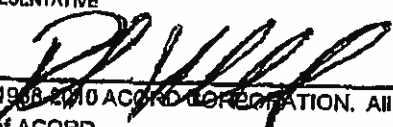
<b>PRODUCER</b> <b>RICK VILLARREAL INS AGENCY</b> 2116 W University Dr Edinburg, TX 78539		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext): (956) 383-7001</b> <b>FAX (A/C No.): (956) 383-7009</b> <b>E-MAIL ADDRESS: rxvi@sbcglobal.net</b>	
<b>INSURED</b> <b>Gulf Data Products</b> <b>E.A. Stone Inc.</b> 810 E Harrison Harlingen, TX 78550 956-421-5711		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: Farmers Truck Insurance Exchange</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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.

INBR LTR	TYPE OF INSURANCE	ADDL INBR	AUBR WYS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC	X		60191-95-32	05/18/2013	05/18/2014	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		A07076872	04/18/2013	04/18/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> <b>Hidalgo County</b> 2802 S Business Hwy 281 Edinburg, Texas 78539	<b>CANCELLATION</b> 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 
--	--



Zimbra

yolanda.velasquez@co.hidalgo.tx.us

---

**From** : Steve Crain <scrain@atlashall.com>

Thu, Jan 23, 2014 03:50 PM

**Subject** : <No Subject>**To** : yolanda velasquez <yolanda.velasquez@co.hidalgo.tx.us>**The Gulf Data contract is fine.**

Zimbra

yolanda.velasquez@co.hidalgo.tx.us

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**Fwd: Printing Project Contracts-for legals review**

---

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>  
**Subject :** Fwd: Printing Project Contracts-for legals review  
**To :** Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Fri, Jan 24, 2014 12:24 PM

Finally!!!!

---

**From:** "Steve Crain" <scrain@atlashall.com>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**Sent:** Friday, January 24, 2014 11:23:52 AM  
**Subject:** RE: Printing Project Contracts-for legals review

The Merriman contract is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, January 24, 2014 10:57 AM  
**To:** Steve Crain  
**Cc:** Yolanda Velasquez  
**Subject:** Fwd: Printing Project Contracts-for legals review

Mr. Crain:  
Language inserted applicable to delivery of goods, please review and comment.  
Thanks,  
Marty

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**Sent:** Friday, January 24, 2014 10:41:33 AM  
**Subject:** Printing Project Contracts-for legals review

Mrs. Marty,

As per legals request, I have inserted the language as reflected on Gulf Data to this contract.

Thank you.  
Yoli

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**To:** "Steve Crain" <scrain@atlashall.com>  
**Cc:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>  
**Sent:** Friday, January 24, 2014 9:51:02 AM  
**Subject:** Fwd: Printing Project Contracts-for legals review

Mr. Crain:  
Your final review and comment as to form, please.  
Thanks,  
Marty

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**Sent:** Friday, January 24, 2014 9:22:59 AM  
**Subject:** Fwd: Printing Project Contracts-for legals review

Mrs. Marty,

Please forward to legal for approval as to form. I have been advised by Scott Merriman that they have forwarded the updated insurance but I have yet to receive it. As soon as I get it I will forward to legal.

Yoli

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

**To:** "Steve Crain" <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**Cc:** "Yolanda Velasquez" <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>, "Darlene H. Betancourt" <[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)>  
**Sent:** Wednesday, January 22, 2014 2:27:04 PM  
**Subject:** Fwd: Printing Project Contracts-for legals review

Mr. Crain:  
Please review and comment as to form.  
Thanks,  
Marty

---

**From:** "Darlene H. Betancourt" <[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)>  
**To:** "martha salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**Sent:** Wednesday, January 22, 2014 1:35:01 PM  
**Subject:** Fwd: Printing Project Contracts-for legals review

Ms. Marty,

Yoli is requesting the attached draft contracts be forwarded to Mr. Crain for review and approval, as there is a current agenda item for approval of bid/contract (january 28th)

Respectfully,

Darlene H. Betancourt, CPPB  
Hidalgo County Purchasing Department  
2808 S. Business Highway 281  
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852  
Fax: 956-292-7612

website: [www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

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**From:** "Yolanda Velasquez" <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>  
**To:** "Darlene H. Betancourt" <[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)>  
**Sent:** Wednesday, January 22, 2014 11:02:50 AM  
**Subject:** Re: Printing Project Contracts-for legals review

Good morning Mrs. Darlene,

Correction was made on Curtis Contract to reflect correct legal name(as attached). Please be advised that Scott Merriman and Gulf Data Products hire a third party for the delivery of products. I included language which was included on previous contract(s) with Gulf Data Contract and Scott Merriman (which has been highlighted for legal review/comment). I have an agenda item for next week for award and contract. I have requested the updated general liability from Scott Merriman and will forward to legal as soon as I receive it.

Thank you,  
Yoli

**From:** "Darlene H. Betancourt" <[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)>  
**To:** "Yolanda Velasquez" <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>  
**Sent:** Thursday, January 16, 2014 5:07:59 PM  
**Subject:** Fwd: Printing Project Contracts-for legals review

Respectfully,

Darlene H. Betancourt, CPPB  
Hidalgo County Purchasing Department  
2808 S. Business Highway 281  
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852  
Fax: 956-292-7612

website: [www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

Yolanda Velasquez, Buyer III  
Hidalgo County Purchasing Dept.  
Tel: (956) 318-2626 ext. 4881  
[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

---

**From:** "Steve Crain" <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**To:** "Darlene H. Betancourt" <[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)>  
**Sent:** Thursday, January 16, 2014 4:57:06 PM  
**Subject:** RE: Printing Project Contracts-for legals review

Curtis 1000 contract needs correct legal name of vendor. The general liability policy in the Merriman contract has expired and also needs auto insurance. The Gulf Data contract needs auto insurance.

---

**From:** Darlene H. Betancourt [<mailto:darlene.betancourt@co.hidalgo.tx.us>]  
**Sent:** Thursday, January 16, 2014 4:24 PM  
**To:** Stephen L. Crain  
**Subject:** Fwd: Printing Project Contracts-for legals review

Good Afternoon Mr. Crain

Attached you will find various agreements in regard to County Wide Printing project for your review, comments and/or approval.

Should you have any questions related to this matter, do not hesitate to contact me. Thank you

Respectfully,

Darlene H. Betancourt, CPPB  
Hidalgo County Purchasing Department  
2808 S. Business Highway 281  
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852  
Fax: 956-292-7612

website: [www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

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**From:** "Yolanda Velasquez" <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>  
**To:** "Darlene H. Betancourt" <[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)>  
**Sent:** Thursday, January 16, 2014 3:21:39 PM  
**Subject:** Printing Project Contracts-for legals review

Good afternoon Mrs. Darlene,

Please forward to legal for review the printing contracts for approval as to form. I have an AI for the 28th of January.

Thank you.

Yolanda Velasquez, Buyer III  
Hidalgo County Purchasing Dept.  
Tel: (956) 318-2626 ext. 4881  
[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-13-153b-01-28**

THIS CONTRACT is made and entered into this **28<sup>TH</sup>** Day of **January 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Scott Merriman Inc. Company**).

WHEREAS, Company responded to advertised notices for bids for **“Specialty Printing and Related 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 agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. **Company shall provide the Services to locations specified by Hidalgo County by third party insured shippers FOB such locations so specified by Hidalgo County**

3. This Contract shall be for a period of one year effective **January 30, 2014** and ending on **January 31, 2015**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads

and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.





services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_,  
2011.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

TABULATION SHEET  
HIDALGO COUNTY  
“SPECIALTY PRINTING & RELATED SERVICES”  
RFB NO.: 2013-153-01-28

**SCOTT MERRIMAN**

<b>SECTION I – Misc. Departments –Standards Items</b>				
	<i>DESCRIPTION</i>	<i>QTY</i>	Scott Merriman	
			Unit Price	Total Price
1	Letter Size- Banknote Paper	5000	425.60 (1m)	2128.00
		10000	346.50 (1m)	3465.00
2	Legal Size – Banknote Paper	5,000	472.00(1m)	2360.00
		10000	385.00 (1m)	3850.00

<b>SECTION II - DISTRICT CLERK:</b>					
	<i>DESCRIPTION</i>	<i>QTY</i>	Scott Merriman		
			Unit Price	Total Price	
1	Manila Custom Case Binder – Legal	9000	.56	5040.00	
2	Red Custom Case Binder – Legal	6000	.67	4020.00	
3	Green Custom Case Binder- Legal	3000	.84	2520.00	
4	Booklet Envelopes	3000	w/peel	415.80(1m)	1247.40
			w/o	226.60(1m)	679.80
		6000	w/peel	265.65(1m)	1593.90
			w/o	170.60(1m)	1023.60
5	Marriage License 4/1 Color – Legal	1000		990.00	
	Marriage License 4/1 Color – Blank-Legal				

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

OPEN  
DEC 18 2013  
10:00am  
Witnessed

**SECTION A**

**LETTERHEAD**

NO.	Description	PRICES	
		1 color	2 colors
1	Standard size -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering.		
2	Legal size- 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering.		

**BUISNESS CARDS:**

NO.	Description	1 color	2 colors
1	Business Cards (1) one sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering		
2	Business Cards (2) two sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering		

**ENVELOPES:**

NO.	Description	1 color	2 colors
1	Envelopes with windows 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering		
2	Envelopes without window 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering		

**BANKNOTE PAPER:**

		Unit price	Total price		Unit Price	Total Price
1	Banknote Paper-Letter Size	5,000	425 <sup>60</sup>	10,000	346 <sup>50</sup>	3465 <sup>00</sup>
2	Banknote Paper - Legal Size	5,000	472 <sup>00</sup>	10,000	385 <sup>00</sup>	3850 <sup>00</sup>

**SECTION B**

Description		Estimated Quantity	UNIT PRICE	TOTAL	
<b>DISTRICT CLERK</b>					
1	#10 Envelopes	70,000	7375	5762 <sup>50</sup>	
2	#28 Catalog Envelopes-white Stock - No Window	10,000	Thermo	21465	2146 <sup>50</sup>
			Flat Print	145 <sup>00</sup>	1450 <sup>00</sup>
3	Letterhead Paper-20# Cotton	20,000	301 <sup>40</sup>	6028 <sup>00</sup>	
4	Manila Custom Case Binder Legal Size 9 7/8 x 14 3/4	9,000	.56 ea	5040 <sup>00</sup>	
5	Red Custom Case Binder Legal Size 9 7/8 x 14 3/4	6,000	.67 ea	4020 <sup>00</sup>	
6	Green Custom Case Binder Legal Size 9 7/8 x 14 3/4	3,000	.84 ea	2520 <sup>00</sup>	
<b>COUNTY CLERK</b>					
1	Booklet Envelopes	3000	w/peel	415 <sup>80</sup>	1247 <sup>40</sup>
		3000	w/o peel	226 <sup>60</sup>	679 <sup>80</sup>
		6000	w/ peel	265 <sup>65</sup>	1593 <sup>90</sup>
		6000	w/o peel	170 <sup>60</sup>	1023 <sup>60</sup>
2	Bound Books	2	DELETE		
3	Birth /Marriage/Death Envelopes-Gold Print Honorable Discharge Envelopes-Blue Print	3000	950 <sup>00</sup>	6000	1750 <sup>00</sup>
		3000	475 <sup>00</sup>	6000	1785 <sup>00</sup>
4	Marriage License/Certified Marriage License 4/1 color-Legal Size Marriage License Blank	1000	990 <sup>00</sup>	990 <sup>00</sup>	
5	Poly-Envelopes for Wallet Cards	3000	DELETE		
6	Banknote-Number Sequence 7X 9 1/2	5000			
		10000			

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO., 2013-153-12-18-YZV

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>Purchasing Department</b>				
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000		
2	8.5 x 11 Heavyweight printing paper inkjet paper 24lbs/ 28lbs	10,000		
3	Envelopes w/ window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Standard #9	10000		
	Envelopes w/o window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Linen	10000		
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2-Card Stock Linen	1,000		
<b>County Court @ Law No. 5</b>				
1	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue	3,500		
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2	2500		
<b>93<sup>RD</sup> District Court</b>				
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500		
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1 <sup>st</sup> page is front/ back the other two only front Cty Logo in the bottom	2,500		
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark-25% Cotton-Off-White	2,500		
4	Business Cards w- Envelopes Cty Logo in Gold & Dept Info. In Blue 9 1/2 x 4 1/8 25% Cotton-Off-White	2,500		
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 1/2 x 2 Card Stock 25% Cotton Off-White	500 per box		
6	Award/Certificate 8x11 1/2 Gold border with Blk Letters	2,500		
<b>Elections Department</b>				
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk -20# Cotton	500 per box		
2	Envelopes without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500 per box		
	Envelopes w/window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-20#	500 per box		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2**See Sample-80 # Cover Stock	500 per box		
-4	Notepads		Delete	
<b>Budget /Public Affairs/ W/Comp/Employee Benefits</b>				
1	Envelopes w/ without window 4 x 9 1/2 w Cty Logo & Dept Info. Blue/Gold ink	500		
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2	500		
3	2 x 10 desk/door name plates Blk w/ white letters	5		
<b>Justice of the Peace Pct 2 Place 2</b>				
1	Business Cards w Pink Rose & Blk letters 3 1/2 x 2	2,000		
2	4x 9 1/2 Jacket with Blk letters*The State Of Texas			
<b>449<sup>TH</sup> Judicial District of Texas</b>				
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (White linen, raised printed)-Cotton	3000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000		
3	Envelopes w/ window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk	500		
	Envelopes w/o window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500		
<b>R.O.W-Delete</b>				
1	Business Cards w Cty Logo & Dept Info. In Blk 3 1/2 x 2	5000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue-Linen, raise printed.	3000		

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

OPENED

1813

Missed

DESCRIPTION	Estimate Qty	Unit Price	Total Price
<b>PCT 4</b>			
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (Wht linen, raised blk printed) for about 10 employees	2,000	
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton	2,000	
3	Envelopes w/ without window -Wht 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000	
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A) 10,000 (B)	
5	<del>Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence</del>	5,000	DELETE
6	<del>Work Order Books 9" x 5.5 (2part of 50 pages) in sequence</del>	5,000	DELETE
<b>Health &amp; Human Services</b>			
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000	
2	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. Blue	5,000	
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000	
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000	
5	9x 5 Index card Form L-37	5,000	
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000	
7	3 ½ x 6 Blue Blk letters Registro de Tratamiento Preventive	5,000	
8	Attention...Parents flyer 8 ½ x 11 Glossily in color with border 100# Gloss	5,000	
9	HPV Vaccine flyer 8 ½ x 11 glossily in color 100# Gloss	5,000	
10	Information for Healthcare providers from CDC (VFC) 8 ½ x 11 in color 100# Gloss	5,000 Eng 5000Span	
11	Information for parents from CDC (VFC) 8 ½ x 11 glossily in color 100# Gloss	5,000	
12	National Infant Immunization Campaign flyer 8 ½ x 11 in color 100#-Gloss	5,000	
13	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-966-100#-Cover Gloss	5,000	
14	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-962 -100#-Cover Gloss	5,000	
15	Acceptable Temperatures for Vaccines 8 ½ x 11 glossily in color 100#- Cover Gloss	5,000	
16	Vaccine Coordinator 8 ½ x 11 glossily in color 100#-Cover Gloss	5,000	
17	Monthly Care of Vaccine Storage Units 8 ½ x 11 glossily in color 100#-Gloss	5,000	
18	Keep your Germs to yourself 8 ½ x 11 glossily in color 100#-Gloss	5,000	
19	Alto A la Gripe Texasflu.org. 8 ½ x 11 glossily in color 100#-Gloss	5,000	
20	FAQ from parents about Vaccines for Infants 8 ½ x 11 copy paper color 20#-Non-Gloss	5,000	
21	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)-tri-fold 100# Gloss	5,000	
22	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)black ink 8 pages	5,000 ea	
23	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)-black ink 8 pages	5,000	
24	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)-black ink -3 pages	5,000	
25	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)"Do you need a Temporary Food Event Permit"	5,000	
26	Alto a la tuberculosis/Stop TB-Multi Color Flyer - Gloss Paper 2 Pages English & Spanish 100#-Gloss	5000 Eng 5000 Span	
27	TB Get the Facts/La Tuberculosis-... English/Spanish Blue & Black Ink - Tri-Fold-Gloss Paper - Double Sided Print 100#-Gloss	5000 Eng 5000 Span	

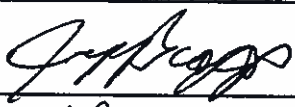
AMENDED-EXHIBIT "B"-ADDENDUM  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>HEALTH DEPARTMENT CONTINUATION</b>				
28	TB Skin Test Record Double Sided Print White Stock 5x3 Index Card-Black Ink	5,000		
29	Appt Card 5x3 blue Index Card Single Sided Print-Black Ink	5,000		
30	Patient Has an App. Card 5x3 ¼ Double Sided Print-White Stock Card			
31	Treatment Record English & Spanish (2 Cards) Double Sided Print 6x3 ½ Yellow Stock Card	5,000		
32	Referral Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk Pad of 50 sets	5,000		
33	On-site Wastewater Systems Checklist 2 part (wht , yellow) 8 ½ x 11 letter in blk	5,000		
34	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (wht , yellow) 8 ½ x 11 letter in blk	5,000		
35	Foster Home Inspection Report 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
36	Sanitary Inspection Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
37	Investigation Report Occupational Health Regulation #2-B 4 part (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000		
38	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000		
39	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000		
40	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000		
41	CMS 1500 NCR 2 part for computer -Continuous Feed Red Ink Double Sided Print	5,000		
42	TB Program Evaluation -TB 340 4-part NCR-Side Glue-Landscape Print	1,000		
43	TB Program Evaluation -TB 341-4-part NCR-Side Glue-Landscape Print	5,000		
44	TB Report of Case & Patient Serv-TB 400A-3Part Top Glue	3,000		
45	Report of TB Case & Patient Serv TB-400B-3-Part Top Glue	3,000		
46	Certificate to return to Work...HCHHSD 10069-2-Part Top Glue Black Ink	500		
47	To Whom it may Concern HCHHSD 20083 2-Part Top Glue	1000		
48	Food Serv Establishment 3-Part NCR-Double Sided Print-Top Glue	5000		
49	On-Site Sewerage Inspection Report 3-Part NCR Top Glue	5000		
50	Application for ON-Site Sewerage Facility 2-Part NCR Top Glue	5000		
51	ON Site Sewage Facility Tec Info. 2-Part NCR Top Glue Black Ink	5000		
52	Authorization to Construct...2-Part NCR Top Glue Black Ink	5000		
53	Soil Evaluation Report Info. 1 Page Double Sided Print - BLUE INK	5000		
54	Family Planning Appt. Card 3 ½ x 4 - White Stock Double Sided Print-Black Ink	2000		
55	Prenatal Weight Gain Grid White 20 lb. paper Multi Color Form	2000		
56	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		
57	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		
<b>TRESURER'S OFFICE</b>				
1	14" E-Z Fold Blank Check w/Control Number	20000		

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

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OPENED  
DEC 18 2013  
10:10am  
Witnessed

BIDDER/COMPANY NAME: Scott-Merriman, Inc  
ADDRESS: 1122 Goodnight Ln # 200  
CITY/STATE/ZIP: Dallas, TX 75229  
PHONE NO/FAX NO: 800 648 7022 972 484 8900  
CELL PHONE NO: 214 793 0901  
E-MAIL ADDRESS: scott-merriman@sbeglobal.net  
AUTHORIZED SIGNATURE:  Jeff Biggs  
TITLE: V.P.



**EXHIBIT “B”  
VENDOR’S BID**

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

**OPEN**  
**DEC 18 2013**  
*10/10/13*  
**Witnessed**

**SECTION A**

**LETTERHEAD**

NO.	Description	PRICES	
		1 color	2 colors
1	Standard size -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering.		
2	Legal size- 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering.		

**BUISNESS CARDS:**

NO.	Description	1 color	2 colors
1	Business Cards (1) one sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering		
2	Business Cards (2) two sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering		

**ENVELOPES:**

NO.	Description	1 color	2 colors
1	Envelopes with windows 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering		
2	Envelopes without window 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering		

**BANKNOTE PAPER:**

		Unit price	Total price		Unit Price	Total Price
1	Banknote Paper-Letter Size	5,000	425 <sup>60</sup>	10,000	346 <sup>50</sup>	3465 <sup>00</sup>
2	Banknote Paper - Legal Size	5,000	472 <sup>00</sup>	10,000	385 <sup>00</sup>	3850 <sup>00</sup>

**SECTION B**

Description		Estimated Quantity	UNIT PRICE	TOTAL	
<b>DISTRICT CLERK</b>					
1	#10 Envelopes	70,000	7375	516250	
2	#28 Catalog Envelopes-white Stock - No Window	10,000	Thermo	21465	214650
			Flat Print	14500	145000
3	Letterhead Paper-20# Cotton	20,000	30140	602800	
4	Manila Custom Case Binder Legal Size 9 7/8 x 14 3/4	9,000	.56 ea	504000	
5	Red Custom Case Binder Legal Size 9 7/8 x 14 3/4	6,000	.67 ea	402000	
6	Green Custom Case Binder Legal Size 9 7/8 x 14 3/4	3,000	.84 ea	252000	
<b>COUNTY CLERK</b>					
1	Booklet Envelopes	3000	w/peel	41580	124740
		3000	w/o peel	22660	67980
		6000	w/ peel	26565	159390
		6000	w/o peel	17060	102360
2	Bound Books	2	DELETE		
3	Birth /Marriage/Death Envelopes-Gold Print	3000	95000	6000	175000
		3000	47500	6000	178500
4	Marriage License/Certified Marriage License 4/1 color-Legal Size	1000	99000	99000	
5	Poly-Envelopes for Wallet Cards	3000	DELETE		
6	Banknote-Number Sequence 7X 9 1/2	5000			
		10000			

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO., 2013-153-12-18-YZV

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>Purchasing Department</b>				
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000		
2	8.5 x 11 Heavyweight printing paper inkjet paper 24lbs/ 28lbs	10,000		
3	Envelopes w/ window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Standard #9	10000		
	Envelopes w/o window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Linen	10000		
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2-Card Stock Linen	1,000		
<b>County Court @ Law No. 5</b>				
1	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue	3,500		
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2	2500		
<b>93<sup>RD</sup> District Court</b>				
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500		
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1 <sup>st</sup> page is front/ back the other two only front Cty Logo in the bottom	2,500		
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark-25% Cotton-Off-White	2,500		
4	Business Cards w- Envelopes Cty Logo in Gold & Dept Info. In Blue 9 1/2 x 4 1/8 25% Cotton-Off-White	2,500		
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 1/2 x 2 Card Stock 25% Cotton Off-White	500 per box		
6	Award/Certificate 8x11 1/2 Gold border with Blk Letters	2,500		
<b>Elections Department</b>				
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk -20# Cotton	500 per box		
2	Envelopes without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500 per box		
	Envelopes w/window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-20#	500 per box		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2**See Sample-80 # Cover Stock	500 per box		
-4	Notepads		Delete	
<b>Budget /Public Affairs/ W/Comp/Employee Benefits</b>				
1	Envelopes w/ without window 4 x 9 1/2 w Cty Logo & Dept Info. Blue/Gold ink	500		
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2	500		
3	2 x 10 desk/door name plates Blk w/ white letters	5		
<b>Justice of the Peace Pct 2 Place 2</b>				
1	Business Cards w Pink Rose & Blk letters 3 1/2 x 2	2,000		
2	4x 9 1/2 Jacket with Blk letters*The State Of Texas			
<b>449<sup>TH</sup> Judicial District of Texas</b>				
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (White linen, raised printed)-Cotton	3000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000		
3	Envelopes w/ window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk	500		
	Envelopes w/o window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500		
<b>R.O.W-Delete</b>				
1	Business Cards w Cty Logo & Dept Info. In Blk 3 1/2 x 2	5000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue-Linen, raise printed.	3000		

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

OPENED  
1813  
Missed

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>PCT 4</b>				
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (Wht linen, raised blk printed) for about 10 employees	2,000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton	2,000		
3	Envelopes w/ without window -Wht 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000		
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A) 10,000 (B)		
5	<del>Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence</del>	5,000	DELETE	
6	<del>Work Order Books 9" x 5.5 (2part of 50 pages) in sequence</del>	5,000	DELETE	
<b>Health &amp; Human Services</b>				
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000		
2	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. Blue	5,000		
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000		
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000		
5	9x 5 Index card Form L-37	5,000		
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000		
7	3 ½ x 6 Blue Blk letters Registro de Tratamiento Preventive	5,000		
8	Attention...Parents flyer 8 ½ x 11 Glossily in color with border 100# Gloss	5,000		
9	HPV Vaccine flyer 8 ½ x 11 glossily in color 100# Gloss	5,000		
10	Information for Healthcare providers from CDC (VFC) 8 ½ x 11 in color 100# Gloss	5,000 Eng 5000Span		
11	Information for parents from CDC (VFC) 8 ½ x 11 glossily in color 100# Gloss	5,000		
12	National Infant Immunization Campaign flyer 8 ½ x 11 in color 100#-Gloss	5,000		
13	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-966-100#-Cover Gloss	5,000		
14	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-962 -100#-Cover Gloss	5,000		
15	Acceptable Temperatures for Vaccines 8 ½ x 11 glossily in color 100#- Cover Gloss	5,000		
16	Vaccine Coordinator 8 ½ x 11 glossily in color 100#-Cover Gloss	5,000		
17	Monthly Care of Vaccine Storage Units 8 ½ x 11 glossily in color 100#-Gloss	5,000		
18	Keep your Germs to yourself 8 ½ x 11 glossily in color 100#-Gloss	5,000		
19	Alto A la Gripe Texasflu.org. 8 ½ x 11 glossily in color 100#-Gloss	5,000		
20	FAQ from parents about Vaccines for Infants 8 ½ x 11 copy paper color 20#-Non-Gloss	5,000		
21	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)-tri-fold 100# Gloss	5,000		
22	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)black ink 8 pages	5,000 ea		
23	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)-black ink 8 pages	5,000		
24	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)-black ink -3 pages	5,000		
25	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)"Do you need a Temporary Food Event Permit"	5,000		
26	Alto a la tuberculosis/Stop TB-Multi Color Flyer - Gloss Paper 2 Pages English & Spanish 100#-Gloss	5000 Eng 5000 Span		
27	TB Get the Facts/La Tuberculosis-... English/Spanish Blue & Black Ink - Tri-Fold-Gloss Paper - Double Sided Print 100#-Gloss	5000 Eng 5000 Span		

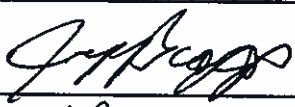
AMENDED-EXHIBIT "B"-ADDENDUM  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>HEALTH DEPARTMENT CONTINUATION</b>				
28	TB Skin Test Record Double Sided Print White Stock 5x3 Index Card-Black Ink	5,000		
29	Appt Card 5x3 blue Index Card Single Sided Print-Black Ink	5,000		
30	Patient Has an App. Card 5x3 ¼ Double Sided Print-White Stock Card			
31	Treatment Record English & Spanish (2 Cards) Double Sided Print 6x3 ½ Yellow Stock Card	5,000		
32	Referral Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk Pad of 50 sets	5,000		
33	On-site Wastewater Systems Checklist 2 part (wht , yellow) 8 ½ x 11 letter in blk	5,000		
34	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (wht , yellow) 8 ½ x 11 letter in blk	5,000		
35	Foster Home Inspection Report 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
36	Sanitary Inspection Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
37	Investigation Report Occupational Health Regulation #2-B 4 part (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000		
38	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000		
39	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000		
40	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000		
41	CMS 1500 NCR 2 part for computer -Continuous Feed Red Ink Double Sided Print	5,000		
42	TB Program Evaluation -TB 340 4-part NCR-Side Glue-Landscape Print	1,000		
43	TB Program Evaluation -TB 341-4-part NCR-Side Glue-Landscape Print	5,000		
44	TB Report of Case & Patient Serv-TB 400A-3Part Top Glue	3,000		
45	Report of TB Case & Patient Serv TB-400B-3-Part Top Glue	3,000		
46	Certificate to return to Work...HCHHSD 10069-2-Part Top Glue Black Ink	500		
47	To Whom it may Concern HCHHSD 20083 2-Part Top Glue	1000		
48	Food Serv Establishment 3-Part NCR-Double Sided Print-Top Glue	5000		
49	On-Site Sewerage Inspection Report 3-Part NCR Top Glue	5000		
50	Application for ON-Site Sewerage Facility 2-Part NCR Top Glue	5000		
51	ON Site Sewage Facility Tec Info. 2-Part NCR Top Glue Black Ink	5000		
52	Authorization to Construct...2-Part NCR Top Glue Black Ink	5000		
53	Soil Evaluation Report Info. 1 Page Double Sided Print - BLUE INK	5000		
54	Family Planning Appt. Card 3 ½ x 4 - White Stock Double Sided Print-Black Ink	2000		
55	Prenatal Weight Gain Grid White 20 lb. paper Multi Color Form	2000		
56	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		
57	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		
<b>TRESURER'S OFFICE</b>				
1	14" E-Z Fold Blank Check w/Control Number	20000		

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

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OPENED  
DEC 18 2013  
10:10am  
Witnessed

BIDDER/COMPANY NAME: Scott-Merriman, Inc  
ADDRESS: 1122 Goodnight Ln # 200  
CITY/STATE/ZIP: Dallas, TX 75229  
PHONE NO/FAX NO: 800 648 7022 972 484 8900  
CELL PHONE NO: 214 793 0901  
E-MAIL ADDRESS: scott-merriman@sbeglobal.net  
AUTHORIZED SIGNATURE:  Jeff Biggs  
TITLE: V.P.

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

SCOTME1 OP ID: SA

DATE (MM/DD/YYYY)  
11/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Chapman-Cornelius Ins Svcs Inc PO Box 200308 Arlington, TX 76006-0308 James M. Cornelius	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No., Ext):</b>	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A: Columbia Insurance Group</b>		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** **Scott-Merriman Inc**  
 11212 Goodnight Lane #200  
 Dallas, TX 75229

**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	ADDITIONAL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BOPTX00000183781	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WG STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  HIDACO1  Hidalgo County Purchasing Dept 2812 S. Business Hwy 281 Edinburg, TX 78539	<b>CANCELLATION</b>  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 <i>James M. Cornelius</i>

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nbra

yolanda.velasquez@co.hidalgo.tx.us

---

**RE: Regular AI-42517-Purchasing Department**

---

**From :** Steve Crain <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**Subject :** RE: Regular AI-42517-Purchasing Department  
**To :** 'Yolanda Velasquez' <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>

Mon, Jan 27, 2014 09:09 AM

**Both the Gateway and Curtis contracts are OK.**

---

**From:** Yolanda Velasquez [<mailto:yolanda.velasquez@co.hidalgo.tx.us>]  
**Sent:** Monday, January 27, 2014 8:48 AM  
**To:** Steve Crain  
**Subject:** Re: Regular AI-42517-Purchasing Department

As per your request.

---

**From:** "Steve Crain" <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**To:** "yolanda velasquez" <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>  
**Sent:** Monday, January 27, 2014 8:43:23 AM  
**Subject:** FW: Regular AI-42517-Purchasing Department

Please send me the complete contract. Thanks.

---

**From:** Marynel Trevino [<mailto:mntrevino@atlashall.com>]  
**Sent:** Monday, January 27, 2014 8:37 AM  
**To:** 'Steve Crain'  
**Subject:** FW: Regular AI-42517-Purchasing Department  
**Importance:** High

---

**From:** Yolanda Velasquez [<mailto:yolanda.velasquez@co.hidalgo.tx.us>]  
**Sent:** Monday, January 27, 2014 8:34 AM  
**To:** Marynel Trevino  
**Subject:** Fwd: Regular AI-42517-Purchasing Department  
**Importance:** High

Good Monday Morning Ms. Marynel,

Can you please advise Mr. Crain that auditors are requesting approval for Curtis 1000. Everything else has been provided to Auditors. Also, attach please find copy of Scott Merriman's updated Certificate of Accord.

Thanks and have a wonderful week.  
Yoli

AI-42804

Purchasing Department 18. A. 4.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Renan Ramirez, IT  
Director

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

**Information**

**CAPTION**

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C);

B. Approval of a "Sole Source Declaration" for AT&T for the provision of long distance telephone and other related services for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources) with said declaration to remain in effect while telephone systems in place;

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase telephone and other related services offered only from AT&T and as sole sourced herein.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Budgetary expenditures are the responsibility of the individual end users.

all funding sources

---

**Attachments**

**Loc. Govt. Code and Declaration**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	01/24/2014 10:10 AM
Budget & Management	Debbie Tamez	01/24/2014 10:58 AM
Manuel Chapa	Manuel Chapa	01/24/2014 11:44 AM
Auditor's Office	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Vangie Garcia		Started On: 01/23/2014 11:18 AM
	Final Approval Date: 01/24/2014	

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community



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

## MEMORANDUM

### “SOLE SOURCE DECLARATION”

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB,  
Hidalgo County Purchasing Agent *mls*

Date: January 28, 2014

Re: “Sole Source Declaration-AT&T Long Distance Telephone and related Services”

Hidalgo County currently is being serviced by AT&T for long distance telephone and other related services. At present, AT&T is servicing a Hidalgo County Health Clinic in Weslaco that can only be serviced by local Verizon services which piggy backs off AT&T for long distance. Circuits will be billed as AT&T long distance pursuant to the territory status between the telecom providers;

In addition, the 800#s historically have been tied to the County for a few years and the competing provider which is Time Warner could not guarantee that Hidalgo County could keep the same published 800 numbers;

And finally, the local service being provided at the Courthouse is a special trimmed down service called PLEXAR; which AT&T is the only vendor that provide this service.

Therefore, Hidalgo County Elected Offices, Departments, Agencies and Programs (all funding sources) must acquire long distance telephone and related services through AT&T for those exclusive and or specific areas for specific services for the long distance, 800 #s and PLEXAR.

This declaration remains in effect unless revoked by Hidalgo County Commissioner’s Court.

S:  
A:

l:  
r:

AI-42757

Purchasing Department 18. B. 1.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: E. Olivarez-Dir.  
HCDHHS

Submitted By: Gabriel Navarro, PURCHASING DEPT.

Department: PURCHASING DEPT.

**Information**

**CAPTION**

A. Pursuant to Texas Local Government, 263.152, discussion and approval to declare as "surplus"

- 1) Asset Tag# 38960 Animal Cage
- 2) Asset Tag# 38961 Animal Cage
- 3) Asset Tag# 38962 Animal Cage

B. Requesting authority to remove said personal property from the Hidalgo County Health and Human Services inventory list.

**BACKGROUND**

Ref: AI-42550 01/21/2014 approval to accept I.C.A. between Hidalgo County and City of Edcouch.

**Fiscal Impact**

<b><u>FISCAL YEAR:</u></b>	<b><u>ACCT. #:</u></b>
<b><u>FUNDS AVAILABLE Y/N?:</u></b>	<b><u>MATCHING FUNDS Y/N?:</u></b>

**BUDGETARY IMPACT:**

No Fiscal impact

**Attachments**

263.152

Transfer Form

Back-up: ICA

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	01/21/2014 05:59 PM
Budget & Management	Debbie Tamez	01/22/2014 02:21 PM
Obdett Calzada	Obdett Calzada	01/23/2014 02:13 PM
Auditor's Office	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Gabriel Navarro		Started On: 01/21/2014 10:50 AM
Final Approval Date: 01/24/2014		

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

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

Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.



Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.  
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [1233](#), Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. [931](#), Sec. 1, eff. September 1, 2009.



State of Texas           §  
County of Hidalgo   §

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN HIDALGO COUNTY, TEXAS, AND CITY OF EDCOUCH, TEXAS**

**THIS AGREEMENT** is hereby made, entered into and executed by and between Hidalgo County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “County,” and the City of Edcouch, Texas, a duly organized political subdivision of the State of Texas, hereinafter “City.” County and City are collectively referred to herein as “the Parties.” The purpose of this Agreement is for County to transfer surplus animal cages to City, in accordance with Texas Local Government Code § 263.152. This Agreement shall be fully executed and enforceable on the date it is signed by both of the Parties.

**WITNESSETH**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 Texas Government Code, provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, County has three (3) surplus animal cages (*see* attached Exhibit “A”); and

**WHEREAS**, County will transfer the animal cages to City to serve a public purpose; and

**WHEREAS**, City will accept the transfer of the animal cages and in exchange City will provide County with adequate consideration by relieving County of all relocation and transportation expenses related to the transfer of the surplus animal cages to City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**ARTICLE I.**

County hereby certifies that the animal cages have been declared surplus property by action taken by the Hidalgo County Commissioners Court, and that competitive bidding is not required since the purchaser is a political subdivision within County.

**ARTICLE II.**

County hereby finds that the transfer of the surplus animal cages to City serves a public purpose.

**ARTICLE III.**

County hereby transfers the surplus animal cages to City.

**ARTICLE IV.**

City hereby accepts the transfer of the surplus animal cages.

**ARTICLE V.**

In consideration for the transfer of the surplus animal cages to City by County, City hereby agrees that County shall have no financial responsibility for any relocation and transportation expenses related to the donation of the animal cages to City.

**ARTICLE VI.**

City understands and agrees that City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of County.

**ARTICLE VII.**

City agrees to and accepts full responsibility for the acts, negligence or omissions of all City employees and agents, subcontractors or contract laborers and for those of all other persons doing work under a contract or agreement with City.

**ARTICLE VIII.**

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

## **ARTICLE IX.**

This Agreement represents the entire agreement between County and City and this Agreement supersedes all prior negotiations, representations or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the governing bodies of both County and City or those authorized to sign on behalf of those governing bodies.

## **ARTICLE X.**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas.

## **ARTICLE XI.**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties that the remaining portions of this Agreement shall remain valid and in full force and effect to the extent possible.

## **ARTICLE XII.**

The undersigned officer or agent is the properly authorized official who has the necessary authority to execute this Agreement, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

## **ARTICLE XIII.**

This Agreement may be terminated in whole or in part by County or City upon thirty (30) days written notice to the other party. Notices shall be directed as follows:

For County:                      Honorable Ramon Garcia  
   Hidalgo County Judge  
   302 W. University Drive  
   Edinburg, Texas 78539

For City:                              Honorable Robert S. Schmalzried  
   City of Edcouch Mayor  
   211 Southern Avenue  
   Edcouch, Texas 78538

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF EDCOUCH, TEXAS**  
211 Southern Avenue  
Edcouch, Texas 78538

**HIDALGO COUNTY, TEXAS**  
302 W. University Drive  
Edinburg, Texas 78539

By: \_\_\_\_\_  
Honorable Robert Schmalzried  
Edcouch Mayor

By: \_\_\_\_\_  
Honorable Ramon Garcia  
Hidalgo County Judge

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Pete De La Cruz  
City Manager

By: \_\_\_\_\_  
Honorable Arturo Guajardo  
Hidalgo County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney,  
Rene Guerra

By: \_\_\_\_\_  
Michael L. Garza  
Assistant District Attorney

# **EXHIBIT “A”**







AI-42825

Purchasing Department 18. C. 1.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Hon. Lupe Trevino, HC Sheriff Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

**Information**

**CAPTION**

Request approval to reject all bids received (as over the funding available) for Hidalgo County Sheriff's Office project: "Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement" (RFB #2013-133A-12-11-YSS) with authority to re-advertise project with modified specifications.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** X-1100-423-21-280-087-0-XXX

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Jail - LandMark funding

Available balance as of 1-24-14

3-1100-423-21-280-087-0-431 \$2,103,537.50

3-1100-423-21-280-087-0-671 \$2,379,896.70

---

**Attachments**

Sheriff's Office Request to reject bids

backup 1

backup 2

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	01/24/2014 10:11 AM
Budget & Management	Debbie Tamez	01/24/2014 11:06 AM
Manuel Chapa	Manuel Chapa	01/24/2014 03:06 PM
Auditor's Office	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Moises Salazar		Started On: 01/23/2014 03:14 PM
	Final Approval Date: 01/24/2014	

**Fwd: HCSO ADC / LEC Facility Repair/ Project**

---

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Jan 23, 2014 02:32 PM  
**Subject :** Fwd: HCSO ADC / LEC Facility Repair/ Project  
**To :** Moises Salazar <moises.salazar@co.hidalgo.tx.us>, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Moises:  
Attachment to Agenda Item.  
THanks,  
Marty

---

**From:** "Gabriel Castaneda" <gabriel.castaneda@hidalgoso.org>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**Cc:** "valde guerra" <valde.guerra@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Pat Medina" <patricia.medina@hidalgoso.org>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>, "Richard Ozuna" <richard.ozuna@hidalgoso.org>, "Emilia Uriegas" <emilia.uriegas@hidalgoso.org>, "juan tapia" <juan.tapia@hidalgoso.org>  
**Sent:** Thursday, January 23, 2014 1:32:25 PM  
**Subject:** HCSO ADC / LEC Facility Repair/ Project

Ms. Salazar,

In regards to the Hidalgo County Sheriff's Office Adult Detention Center / Law Enforcement Center Facility Repairs and/or Replacement Project BID# 2013-133A-12-11-YSS, I am requesting the project be rebid. Our intent is to have the engineer review the plan specifications and provide alternative modifications, so as to better able meet our needs regarding this project. Thank you for your assistance.

Sincerely,

## Gabriel Castañeda

Commander  
Hidalgo County Sheriff's Office  
711 El Cibolo Rd.  
Edinburg, TX 78539

Main: (956)383-8114  
Office: (956)393-6003  
Fax: (956)393-6179  
email: gabriel.castaneda@hidalgoso.org

*"When our decisions affect the lives of others, we must always seek God's wisdom."*  
*Anonymous*

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**Hidalgo County Adult Detention Center & Law Enforcement Facility Repairs and/or Replacement**  
**RFB Bid No. 2013-133A-12-11-YSS**  
**Bid Opening Date: December 18, 2013 Time: 3:00 pm**

	Rigney Construction	Scoggins Construction Co. Inc	High Mark Construction	Econ Group	Texas Descon, L. P.	
Base Price		9,720,000.00	6,900,000.00	6,600,000.00		
Alternate # 1 - Quarry Tile in Kitchen		69,000.00	15,000.00	84,000.00		
Alternate # 2 - Suspended Ceiling & Access. In Kitchen		70,000.00	25,000.00	33,000.00		
Alternate # 3 - Three Cooler doors		Allowance only 6,000.00	40,000.00	6,000.00		
Alternate # 4 - Cooler / Freezer Compressor		Allowance only 19,000.00	15,000.00	19,000.00		
Alternate # 5 - Light Poles		26,000.00	250,000.00	33,500.00		
Unit Prices		✓	✓	✓		
Addendum #1		✓	✓	✓		
Addendum #2		✓	✓	✓		
Addendum #3		✓	✓	✓		
Addendum #4		✓	✓	✓		
Bidders Acknowledgement						
Statement of Credential		✓	✓	✓		
Submittal Checklist		✓	✓	✓		
Bid Bond		✓	✓	✓		
Substantial Completion Date						

Hidalgo County Adult Detention Center and Law Enforcement  
 Facility Repairs and/or Replacement  
 Bid No. 2013-133A-12-11-YSS

	NAME	COMPANY	PHONE/FAX NUMBER/ EMAIL
1	Chanin Eng.		Phone: Fax: Email:
2	Prodigy		Phone: Fax: Email:
3	Prodigy		Phone: Fax: Email:
4	MEP		Phone: Fax: Email:
5	Juan Tapia Hidalgo Co Sheriff's Dept		Phone: Fax: Email:
6	Sam Garcia		Phone: Fax: Email:
7	ASSOCIATED G. C. PEREZ & VAUGHN	ASSOCIATED GENERAL CONTRACTORS INC	Phone: 956-423-4091 Fax: 956-423-0174 Email: V2Vaughnengv2gc.org sanjuana@rgvaggc.org
8	" AGC	"	Phone: Fax: Email: sanjuana@rgvaggc.org
9	David Miller	plans returned	Phone: 956-243-7434
	<del>DK III</del>	<del>DK III</del>	Fax: Email: Dmiller.dkiii@gmail.com
10	Monica Medina	Aircool Tech	Phone: 702-8700 Fax: 702-8704 Email: aircooltech@aol.com
11	Daniel Lerma	Spaw Glass	Phone: 535-0168 Fax: Email: daniel.lerma@spawglass.com
12	Connie Bearden	C&S Companies	Phone: 216 8200 Fax: Email: cbearden@caslp.com
13	Carlo R. Cantu	Highmark Construction Co. LLC.	Phone: 956-451-3279 Fax: 956-664-2359 Email: carlo.cantu@highmark-construction.com
14	Enzo Escobedo III	American Contracting USA	Phone: 956-748-4030 Fax: 956-748-2691 Email: acvcainc@aol.com
15	J. Carlos Coronado	Sechrist Hallco	Phone: 956-423-7086 Fax: 956-423-4700 Email: Carlos Coronado@sochristhall.com maquilar@sechristhall.com caslp.com davidrinson@sechristhall.com

not Bidding

NOT Bidding

✓

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Hidalgo County Adult Detention Center and Law Enforcement  
 Facility Repairs and/or Replacement  
 Bid No. 2013-133A-12-11-YSS

SET #	NAME	COMPANY	PHONE/FAX NUMBER/ EMAIL
✓ 16	ROMEO G. GARCIA	TEXAS DESCON	Phone: 956-682-1225 Fax: 956-682-9369 Email: TUNA@TEXASDESCON.COM
✓ 17	ROMEO G. GARCIA	TEXAS DESCON	Phone: 956-682-1225 Fax: 956-682-9369 Email: TUNA@TEXASDESCON.COM
✓ 18	Enrique Gomez	METRO ELECTRIC	Phone: 956-686-2323 Fax: 956-686-2816 Email: drang@metroelectric.com
NOT Bidding	19	Justin Michael Sen Plans Returned	Phone: 361-558-851-8142 Fax: 361-851-8066 Email: MichaelisenJ@6mail.com
✓ 20	scoggins	SCOGGINS CONSTRUCTION CO Plans Returned	Phone: 956-421-3558 Fax: 956-421-3154 Email: jscoggins@scoggin.com
NOT Bidding	21	BUTCH MARTINEZ	RAIN SEAL MASTER Phone: 361-576-0926 Fax: 361-485-9393 Email: BUTCH@RSMINC1.COM
✓ 22	LORENZO MORENO	ECON GROUP	Phone: (956) 259-8005 Fax: (956) 259-8009 Email: GENRIVER@GENRIVERENTERPRISES.NET
✓ 23	Lorenzo MORENO	ECON GROUP	Phone: " front desk@enriquezenterprises.net Fax: Email:
✓ 24	Patricia Valdez	Koepke, Inc	Phone: 956-585-7034 Fax: 956-581-0057 Email: Koepkeinc956@cpkva.com
✓ 25	Ariel Diaz	PROTECH FIRE	Phone: 800-460-9746 Fax: 956-262-2124 Email: PRO-FIREJAZMINE@HOTMAIL.COM
✓ 26	Faires plumbing CO, INC		Phone: 383-3221 Fax: Email: lisa@faresplumbing.com
✓ 27	BRYAN JONES	POET RENTALS	Phone: 361-288-2944 Fax: 361-289-7163 Email: 2004@POETRENTALS.COM
✓ 28	Shane Lindel	Rigney Const.	Phone: 956-684-1255 Fax: Email: RigneyConstruct@aol.com
29	Andrew Alvarez	Plans Returned NMA Contracting	Phone: 256-631-5667 Fax: Email: NoelAlvarez@nmacontracting.us
✓ 30	CARLOS CASTANEDA	LEWIS MECH SALES	Phone: (956) 566-9540 Fax: Email: carlos@lewismechanicalsales.com

Hidalgo County Adult Detention Center and Law Enforcement  
 Facility Repairs and/or Replacement  
 Bid No. 2013-133A-12-11-YSS

SET #	NAME	COMPANY	PHONE/FAX NUMBER/ EMAIL
31	DAVID C. GARZA	PAWA CITY PTO, INC	Phone: 956-502-5422 Fax: 956-502-5423 Email: DKABPS@ADL.COM
32	<del>Ernest Trevino</del>	<del>D. Wilson Const</del>	Phone: 956-686-9573 Fax: 956-686-3270 Email: Ernest@dwilsonconstruction.com
33	" "	D. Wilson Const.	Phone: " Fax: " Email: "
34	Frank Delgado	Global Electric 2-4	Phone: (956) 831-5004 Fax: (956) 831-5005 Email: cbush@globalelectr.orgv.com
35	Edgar Hurtado	Benchmark Masonry	Phone: (956) 627-3121 Fax: (956) 627-3163 Email: cahurtado2001@yahoo.com
36	Alejandro Hernandez	Raba-Kistner	Phone: (956) 682-5332 Fax: Email: DCharKow@RKCI.com.
37	Rafael Vela	Milkins Roofing Plans returned	Phone: 956-702-1361 Fax: 781-0324 Email: rafael.vela@milkinsroofing.com
38	Oscar Simo	His Grande Steel	Phone: 739-2788 Fax: Email: OSCAR.SIMO@hisgrandesteel.com
39	Jerry Martinez RAMIRO PLUM	UNIVERSAL REC & Electric	Phone: (956) 534-0297 Fax: (956) 621-0466 Email: UNIVERSALREC@ec&e.com
40	Amador Pena	Enlighten Electric Co, LLC	Phone: aperez@enlighten.com Fax: Email: 956-361-8543
41			Phone: Fax: Email:
42			Phone: Fax: Email:
43			Phone: Fax: Email:
44			Phone: Fax: Email:
45			Phone: Fax: Email:

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AI-42827

Purchasing Department 18. C. 2.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Hon. Lupe Trevino, HC Sheriff Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

Approval to exercise County's option to terminate (under Article 11-Termination and Suspension) as stated in the current agreement with Prodigy Construction Management, LLC, for "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project," by providing/forwarding a thirty (30) day written notice of termination citing budgetary constraints as cause.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 3-1100-423-21-280-087-0-339

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

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

**BUDGETARY IMPACT:**

RE: PO# 690623

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**Attachments**

Prodigy Construction Mgt  
request

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	01/24/2014 10:13 AM
Budget & Management	Debbie Tamez	01/24/2014 11:00 AM
Obdett Calzada	Obdett Calzada	01/24/2014 01:33 PM
Auditor's Office	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Rocio Villarreal		Started On: 01/23/2014 03:55 PM
	Final Approval Date: 01/24/2014	

AGREEMENT

FOR

CONSTRUCTION MANAGEMENT SERVICES  
Law Enforcement/Adult Detention Facilities Repair

BETWEEN

PRODIGY CONSTRUCTION MANAGEMENT L.L.C

&

THE COUNTY of HIDALGO, TEXAS

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Agreement for Construction Management Services Between  
Prodigy Construction Management L.L.C and  
The County Of Hidalgo, Texas  
C-13-010-03-05

This AGREEMENT(the "Agreement") made this 05 day of March, 2013 between The County of Hidalgo, Texas (the "Owner") and Prodigy Construction Management LLC (hereinafter "Construction Manager or PM") for Services in connection with the project known as Law Enforcement/Adult Detention Facilities Repair (the "Project"). The Owner and the PM agree as set forth below:

ARTICLE 1  
DEFINITIONS

The following words and phrases appearing in initial capitalization shall for the purposes of this Agreement have the following meanings:

- 1.1 **ADDITIONAL SERVICES.** "Additional Services" means services not included in Basic Services, the performance of which by the Construction Manager is specifically approved in writing prior to the performance by the Construction Manager of such Service.
- 1.2 **ADDITIONAL SERVICES AGREEMENTS.** "Additional Services Agreements" means any written agreement signed by Owner and PM for the provision of Additional Services by PM for which PM will be paid Additional Services Compensation.
- 1.3 **ADDITIONAL SERVICES COMPENSATION.** "Additional Services Compensation" means the fees determined in accordance with Additional Service Agreements to be paid by the Owner to the Construction Manager in connection with the performance of Additional Services or on account of the occurrence of an event specified in Excusable Delays.
- 1.4 **AGREEMENT.** "Agreement" has the meaning set forth in the introductory paragraph.
- 1.5 **AIA Contract.** "AIA Contract" means any agreement as authored by the American Institute of Architects.
- 1.6 **BASIC SERVICES.** "Basic Services" means the services set forth in "Attachment A."

1.7 BASIC SERVICES COMPENSATION. “Basic Services Compensation” means the fee designated in Article 4 to be paid by the Owner to the Construction Manager for Basic Services set forth in Attachment A by the Construction Manager.

1.8 CONSTRUCTION CONTRACT DOCUMENTS. “Construction Contract Documents” means the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Contractor agreement, all of which shall be compatible with this Agreement.

1.9 CONSTRUCTION MANAGER. “Construction Manager” has the meaning set forth in the introductory paragraph.

1.10 CONTRACTOR. “Contractor” means any person or entity that enters into an agreement with the Owner to perform all or part of the construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" includes the authorized representative or a Contractor, but excludes the Construction Manager and the Design Consultant.

1.11 DESIGN CONSULTANT. “Design Consultant” means the contracted registered architect or licensed engineer(s), selected by the Owner.

1.12 INDEMNITEES. “Indemnities” has the meaning set forth in Section 10.1.

1.13 INDEMNITORS. “Indemnitors” has the meaning set forth in Section 10.1.

1.14 LIABILITIES. “Liabilities” has the meaning set forth in Section 10.1.

1.15 OWNER. “Owner” has the meaning set forth in the introductory paragraph.

1.16 OWNER-CONTRACTOR AGREEMENT. “Owner-Contractor Agreement” means an agreement related to the Project between the Owner and a Contractor.

1.17 OWNER’S DESIGNEE. “Owner’s Designee” means the Hidalgo County’s Commissioner’s Court.

1.18 PM. “PM” has the meaning set forth in the introductory paragraph.

1.19 PROJECT. “Project” has the meaning set forth in the introductory paragraph.

1.20 PROJECT SCOPE. The “Project Scope” is the provision of construction management services for the Project.

1.21 REIMBURSABLE EXPENSES. "Reimbursable Expenses" has the meaning set forth in Section 7.4.

1.22 SERVICES. "Services" means the Basic Services and Additional Services.

1.23 WORK. The "Work" means the work to be performed by the PM hereunder, consisting of the Basic Services and the Additional Services and the work performed by the Design Consultant and the Contract.

## ARTICLE 2 RELATIONSHIP OF THE PARTIES

2.1 REPRESENTATIVE OF OWNER. The Construction Manager shall act as the "Designated Representative" of the Owner under this agreement and in consultation with the Hidalgo County Commissioner's Court. Notwithstanding anything to the contrary contained herein, PM acknowledges and agrees that it does not have the authority to bind the Owner, including with respect to the AIA Contract or Owner-Contractor Agreements and that decisions affecting the cost, quality or design of the Project cannot be made by the PM without the prior written agreement from the Commissioner's Court. All matters requiring decision will be submitted by the Construction Manager to the Commissioner's Court for their decision.

2.2 STANDARD OF CARE. The Construction Manager will serve as a fiduciary of the Owner and will represent the best interest of the Owner and the utmost good faith, honesty and fairness as required by statute. The Construction Manager covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of construction management practice in the same or similar locality and in accordance with the federal, state and local laws, regulations and Owner's policies which are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term thereof. The Construction Manager shall not be regarded as a guarantor with respect to any work product provided hereunder. Construction Manager's warranty for its Services begins on the date specified in the certificate of substantial completion of the Project, and extends for a period of twelve months thereafter. In the event there is a defect in the Construction Manager's Services and such defect is reported by Owner, in writing, within the above warranty period, Construction Manager shall promptly take appropriate action to remedy the defect and furnish at no cost to Owner all Services required in connection therewith.

2.3 In providing Services, the Construction Manager shall maintain a working relationship with the Contractor and Design Consultant on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the Construction Manager supplants or assumes any of the Contractor's or the Design Consultant's contractual or customarily assumed responsibilities unless expressly provided herein or in

an Additional Services Agreement. The Construction Manager will use its best efforts to monitor the Work in accordance with the Scope of Services set forth in Attachment A and provide written reports to Owner of any inadequacies observed. Subject to this requirement, the Construction Manager shall not be responsible for construction means, methods, sequences or procedures utilized by the Contractor or the Contractor's breach of contract; or Contractor's failure to carry out safety or security in connection with the Project (unless otherwise specified as a Basic Service); acts or omissions of the Design Consultant; or adequacy or accuracy of any part or all of the Project design.

2.4 Both parties to this Agreement recognize that performance under the agreement(s) between the Owner and the Contractor, the Owner and the Design Consultant, or Owner and any third party is solely the responsibility of the individual Contractor, Design Consultant, or third party; consequently, nothing in this Agreement shall be construed to mean that said performance or lack thereof by Owner, Contractor, and/or Design Consultant, or any third party, is in any way to be considered the responsibility of the Construction Manager. The Construction Manager shall, however, promptly notify the Owner of any issues with such parties performance of which the Construction Manager becomes aware.

2.5 **SUBSTITUTION OF PERSONNEL.** The Construction Manager and the Owner shall each respectively reserve the right to substitute duly qualified personnel for the purpose of carrying out their respective responsibilities under this Agreement; provided, however, that in the event of any such substitution by the Construction Manager, the Owner shall have the right to approve any such substitute.

### ARTICLE 3 BASIC SERVICES

3.1 The Construction Manager shall perform all of the Basic Services set forth in Attachment A. The Basic Services shall be performed under and in accordance with this Agreement and the Construction Contract Documents.

### ARTICLE 4 COMPENSATION

4.1 **BASIC SERVICES COMPENSATION.** The Owner shall pay the Construction Manager Basic Services Compensation in accordance with the terms and conditions of this Agreement as follows:

4.2 (a) The Basic Services Compensation shall be 4.7 percent of the final cost of construction of the Project. Notwithstanding anything to the contrary herein in no event shall Basic Services Compensation exceed Two Hundred Forty Seven Thousand Two Hundred Seventy Five Dollars and Fifteen Cents (\$247,275.15) which is calculated as 4.7 percent of

the Owner's current construction budget for the Project of (\$5,261,173.30) without the prior written consent of the Owner.

(b) When Compensation for Basic Service is based on a stipulated sum or percentage of the Cost of Work, the compensation for each phase of services shall be as follows:

1.	Schematic Design Phase	10%
2.	Design Development Phase	15%
3.	Construction Document Phase	30%
4.	Bidding or Negotiation Phase	5%
5.	Construction Phase	38%
6.	Project Close-out	2%

(c) The Owner reserves the right to add other work to the Scope of Services of the Construction Manager hereunder, and adjust the fees of this Agreement by a reasonable amount, which shall be agreed to in written by the Owner and the Construction Manager.

4.3 INVOICES. No more than monthly, the Construction Manager shall submit invoices to the Owner, to the attention of the Owner's Designee, for payment of the Basic Services Compensation and any approved Additional Services. The Owner shall notify the Construction Manager of any dispute related to the invoice.

4.4 PAYMENTS WITHHELD. There are no monies related to retainage under this contract with the Construction Managers Services.

4.5 PAYMENT. The Owner shall pay all undisputed amounts and invoices to Construction Manager pursuant to this Agreement within 30 days after receipt of the invoice.

4.6 CONDITIONS FOR BASIC SERVICES COMPENSATION. The general Project Scope is described in this Agreement. So long as there is no deviation in the Project Scope, the Basic Service fee shall not change. If there is a deviation that results in an increase in the final cost of construction, the Basic Services Compensation shall increase in accordance with Section 4.2(a), subject to the prior written agreement of the Owner thereto.

4.7 EXPENSES. Items provided by Owner at no expense to the Construction Manager are referenced in Attachment B as provided "By Owner". The Construction Manager acknowledges and agrees that any such expenses payable by Owner must be included in the construction budget and are subject to Owner's prior written approval before the Construction Manager incurs any such expense.



4.8 ADDITIONAL SERVICES COMPENSATION. Additional Services Compensation shall be determined and paid in accordance as follows:

	Position	Hourly Rate
1)	Consultant-Project Manager	\$150
2)	Clerical	\$ 60

4.9 TERMINATION OF SERVICES. In the event any undisputed invoice submitted by the Construction Manager for Services rendered is not paid within 60 days after receipt of the invoice, the Construction Manager shall have the right to terminate.

## ARTICLE 5 DURATION OF BASIC SERVICES

5.1 TOTAL DURATION OF BASIC SERVICES. The duration of Basic Services under this Agreement shall begin as of the date this Agreement is executed by all parties. It is anticipated that all of the Services will be completed per the established Project timeline. If design delays, construction delays, or other factors beyond the control of the Construction Manager cause the durations of the Project to extend beyond the anticipated durations shown in the Project timeline, the staffing required for the extended durations will be considered as an Additional Service, subject to the following limitation:

- (1) There will be Additional Services Compensation granted only to the extent that the reason for the late completion of the works is not the fault of the Construction Manager, and
- (2) The prior written agreement of the Owner to incur such Additional Services Compensation must be obtained by the Construction Manager.

5.2 The duration of the Basic Services set forth in this Agreement shall be extended as required in accordance with amendments to this Agreement signed by the parties hereto in the event of any suspension, delay or interruption of the Services or the Work on the Project pursuant to the Project time line.

## ARTICLE 6 OWNER'S RESPONSIBILITIES

6.1 OWNER'S DECISIONS. The Owner shall examine information submitted by the Construction Manager and shall render decisions pertaining thereto promptly, in order to avoid delay in the progress of the Work and Services. The Construction Manager acknowledges that the Owner is a political subdivision of the state of Texas, subject to statutory requirements concerning when and how it may meet and act.

6.2 INFORMATION, SURVEYS, REPORTS. The Owner, after notice from the Design Consultant, shall furnish or obtain site information, soil and surveyor services, and structural, mechanical, chemical, electrical, conductivity and other laboratory tests,

inspections and reports as deemed necessary by the Owner. The Construction Manager shall be entitled to rely upon accuracy and completeness of information, surveys, tests, and reports furnished by the Owner, its Design Consultant, other consultants of the Owner and the Contractor; provided, however, that the Construction Manager shall promptly notify the Owner of any inaccuracies or lack of completeness of which it becomes aware.

6.3 NOTICE OF FAULT OR DEFECT. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Construction Contract Documents prompt written notice thereof shall be given to the Construction Manager to resolve with the responsible party. The Construction Manager will notify the Owner of any such fault or defect of which it becomes aware and shall resolve such issues with the responsible party.

6.4 OWNER INFORMATION AND APPROVALS. The Owner shall furnish required information and approvals for orderly progress of the Work. If the Construction Manager knows of a particular item on which a decision, information or approval is needed from the Owner, Construction Manager shall notify the Owner of that need in writing.

6.5 DESIGN CONSULTANT AGREEMENT. The Owner has retained and contracted separately with the Design Consultant through General Professional Services Contract.

6.6 BUDGET. The Project budget shall be established by the Owner and Design Consultant.

6.7 CONTRACTOR AGREEMENT. The Owner shall contract separately with Contractor(s) for the construction of the Project. The Owner shall cause all Agreements between the Owner and Contractors to be compatible and consistent with this Agreement, and such agreements shall recognize the Construction Manager as the Owner's agent, subject to the limitations on the Construction Manager's authority as set forth herein, in providing the Services under this Agreement. In addition to other provisions which require the Contractor to complete the Project within the time and contract amount stated in such Agreements.

6.8 CONSTRUCTION CONTRACT DOCUMENTS. Sufficient copies of Construction Contract Documents shall be furnished to the Construction Manager by the Owner by the Owner's expense.

6.9 PERMITS AND LICENSES. The Construction Manager shall not be obligated to pay for any necessary permits, license, fees, approvals, easements, assessments, re-inspect, plan review and charges required for the construction, use or occupancy of

permanent structures or for permanent changes in existing facilities, or new facilities unless included in an Additional Services Agreement.

6.10 **PROJECT COMMUNICATION.** The Owner shall direct the Design Consultant(s) and General Contractors to deliver a copy of all Project information or communication to the Construction Manager.

6.11 The Owner's Designee shall act in the Owner's behalf with respect to the Project. The Owner shall make representatives reasonably available during regular working hours as reasonably necessary to examine information submitted by Construction Manager; it being understood that only Commissioner's Court may render decisions. Owner shall cause its representatives to furnish information in a reasonably timely manner. Construction Manager acknowledges that the Owner is a public body and decisions of the Owner can only be made by the Commissioner's Court, and agrees this provision does not require the Owner's representative to make decisions, which are reserved for the Commissioner's Court.

6.12 CONSTRUCTION MANAGER FIELD OFFICE. (not applicable).

6.13 Additional Disclosures: Owner has disclosed to PM (1) the Project budget (2) the Project timeline and (3) the Project Scope, and will keep the PM apprised of any material changes thereto.

## ARTICLE 7 CHANGES IN SERVICE AND PROJECT

7.1 **CHANGES WITHIN THE GENERAL SCOPE OF PROJECT.** The Owner reserves the right to modify, by addition or reduction, the scope and duration of the Project. PM acknowledges that change orders from Construction allowances to the construction contracts, additional services under the design contracts, and changes in the general Project which do not result in a substantial deviation in the Project Scope are to be expected, and do not result in changes to the Basic Services Compensation hereunder. When there is a substantial deviation from the Project Scope from that shown on in Section 1.1, it may result in an increase or decrease in Basic Services Compensation as provided in Article 4.

7.2 **EXTENSION OF DURATION OF BASIC SERVICES AND PHASES; ADDITIONAL SERVICES.** Should a substantial extension of the Project timeline occur through no fault of the Construction Manager, which extension is not expected to result in an increase in the Basic Services Compensation, the parties may negotiate in advance concerning whether entry into an Additional Services Agreement to provide for Additional Services Compensation for the Construction Manager for the performance by the Construction Manager of Additional Services.

7.3 ADDITIONAL SERVICES COMPENSATION. The amount of Additional Services Compensation to be paid to the Construction Manager with respect to Additional Services shall be set forth in advance as an Amendment to Agreement executed by the Owner and the Construction Manager. In the event an Amendment to Agreement is entered into by the Owner and Construction Manager without specifying the Additional Services Compensation to be paid with respect thereto, the Additional Services Compensation shall be determined on a time-spent basis calculated by multiplying the number of hours spent on performing the Additional services times the applicable Hourly Billing Rate for the personnel set forth on Attachment A plus Reimbursable Expenses pursuant to Article 4.8.

7.4 REIMBURSABLE EXPENSES. In connection with Additional Services, "Reimbursable Expenses" are those actual expenditures made by the Project Management, its employees, or its professional consultants, directly as a result of performance of Additional Services and which are expressly set forth as Reimbursable Expenses on the related Amendment to Agreement. No reimbursable expenses shall be chargeable to the Owner unless such costs are specifically agreed in writing between Owner and the Construction Manager prior to performance of Additional Services.

7.5 PROFESSIONAL CONSULTANTS. Cost of professional consultants retained by the Construction Manager with regard to such Additional Services shall be invoiced to the Owner at a multiplier of 1.1. No professional consultant charges are chargeable unless specifically agreed to in writing in the related Amendment to Agreement by Owner prior to performance of any Additional Services.

7.6 PAYMENT FOR SERVICES UNDER THIS ARTICLE. The Construction Manager shall submit invoices for the Additional Services Compensation, reimbursable Expenses, and professional consultant's costs to the extent each is allowed in accordance with the terms of this Agreement, which shall be paid pursuant to the provisions of Article 4.8 of this Agreement.

## ARTICLE 8 NOTICES

8.1 NOTICES. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally or five days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

Owner : County of Hidalgo  
Attention: Hidalgo County Judge  
Address: 302 W. University Drive

City State Zip: Edinburg, Texas 78539-3523

Construction Manager: S. Alex Palacios, Owner/Principal  
Company: PRODIGY CONSTRUCTION MANAGEMENT L.L.C.  
Address: 1335 E. Jasmine Ave.  
City State Zip: McAllen, Texas 78501  
Telephone: (956) 800-1122 office  
(956) 800-4618 fax

## ARTICLE 9 INSURANCE

9.1 CONSTRUCTION MANAGER INSURANCE. The Construction Manager shall purchase and maintain for the duration of this Agreement insurance for protection from (a) claims under worker's compensation acts in at least the minimum statutory amounts as listed below and (b) claims resulting from negligent acts for which the Construction Manager is legally liable arising from (i) claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or any other person and (ii) claims for damages because of injury to or destruction of tangible personal property equivalent protection acceptable to Owner.

1. Worker's Compensation
  1. State Statutory
  2. Employer's Liability; \$100,000 Each Occurrence
  
2. Automobile Liability
  - 1.) Bodily Injury
    - a. Each Person, \$500,000
    - b. Each Occurrence, \$500,000
  - 2) Property Damage
    - a. Each Occurrence, \$300,000
    - b. Each Occurrence, \$300,000
  
3. General Liability \$1,000,000 Each Occurrence

## ARTICLE 10 INDEMNIFICATION

10.1 INDEMNIFICATION. To the fullest extent permitted by applicable law, the Construction Manager and its agents, partners, sub-contractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend, and hold harmless the Owner and the Owner's elected officials, employees and agents (collectively

"Indemnitees") from and against all claims, damages, losses, liens, cause of action, suits, judgments and expenses, including attorney fees and expenses, of any nature, kind or description (collectively "Liabilities") whatsoever arising out of, caused by or resulting from the performance of the Construction Manager's Services or through activities or any negligent act or omission of the Indemnitors or any of their agents, partners, subcontractors and/or consultants performed under this Agreement.

10.2 ACTS AND OMISSIONS. The Construction Manager shall not be responsible for any portion of the Liability proximately caused by the Owner's or an unrelated third party's acts or omissions. Nothing in this paragraph shall be constructed to excuse the Construction Manager from liability for its or the other Indemnitors own acts or omissions.

10.3 EXCUSABLE DELAY. The Construction Manager and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable control and or without their fault or negligence, including but not limited to any of the following events or occurrences; fire, flood, earthquake, epidemic, hurricanes, archaeological finds, war and strikes.

10.4 SURVIVAL OF INDEMNITIES. Indemnity hereunder shall survive expiration or termination of this Agreement.

## ARTICLE 11 TERMINATION AND SUSPENSION

11.1 TERMINATION. This Agreement may be terminated by either party with cause hereto upon thirty (30) days written notice.

11.2 In the event of a termination under 11.1, the Construction Manager shall be paid any Basic Services Compensation, Reimbursable Expenses and Additional Services Compensation for Services performed to the date of termination.

11.3 SUSPENSION. The Owner may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work on the Project for sixty (60) day period for the convenience of the Owner, or because of events beyond the control of the Owner or the Construction Manager.

11.4 In the event the Work on the Project is suspended, delayed or interrupted, the parties may agree to Additional Services Compensation pursuant to section 7.2 above. Any time after the sixty (60) day suspension period, Construction Manager may, at its sole option elect to terminate this Agreement or remobilize on the Project and resume the Services. The Construction Manager shall restore construction site personnel and office

personnel to its former size as quickly as is reasonable feasible upon its election to remobilize.

#### 11.5 SUSPENSION OF WORK WHERE ASBESTOS OR OTHER TOXIC OR HAZARDOUS MATERIAL IS FOUND.

The Construction Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at a Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

In the event the Construction Manager or any Contractor encounters on the Project site material reasonably believed to be asbestos, PCB or any toxic or material which has not been rendered harmless and which is not part of the Work to be performed by the Contractor on the Project, the Construction Manager shall immediately stop Work in the affected area and report the condition to the Owner in writing. The Work in the affected area shall not thereafter resume except by written agreement of the Owner and the Construction Manager if in fact the material is asbestos, PCB or any toxic or hazardous material and has not been rendered harmless. The Work in the affected area shall resume in the absence of asbestos, PCB or any other toxic or hazardous material, or when it has been rendered harmless, by written agreement of the Owner and Construction Management.

The Owner shall not require the Construction Manager without its consent to perform any Services related to asbestos, PCB or any other toxic or hazardous material.

In the event of any suspension, delay or interruption of any or all the Work on the Project pursuant to this section, the time for the completion of Basic Services shall be extended by a period of time corresponding to the impact such suspension has in the completion of all the Work of the Project covered by this Agreement, and the Construction Manager may be entitled to receive Additional Services Compensation in accordance with Section 7.2.

11.6 EFFECT OF DELAY OR SUSPENSION. A suspension, delay or interruption of the Work on the Project shall not terminate nor void this Agreement.

### ARTICLE 12 SUCCESSORS/ASSIGNMENT/THIRD PARTIES

12.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Owner, as well as the permitted assigns of Construction Manager.

12.2 ASSIGNMENT. Neither the Owner nor the Construction Manager shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

12.3 THIRD PARTIES. This Agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between the Construction Manager and any other third party, including but not limited to the Design Consultant and the Contractor. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefit of any third party.

### ARTICLE 13 CERTIFICATES FOR PAYMENT TO THE CONTRACTOR

Based upon observations at the site and upon the Contractor's applications for payment, the Construction Manager, within 14 days of receipt of the Contractor's application for payment (or such shorter period as reasonably required due to the requirements of the related Owner-Contractor Agreement) shall determine the amount owing to each Contractor pursuant to the terms of the respective Owner-Contractor Agreement, and shall issue certificates for payment to the Contractor in such amount. The Construction Manager shall consult with the Design Consultant in the determination of the amount due to the Contractor. The Construction Manager and the Design Consultant shall sign the certificates for payment prior to the time they are transmitted to the Owner by the Construction Manager. The signing of a certificate for payment by the Construction Manager shall constitute representation by the Construction Manager to the Owner based on the Construction Manager's observations at the site pursuant to this Agreement, the data comprising the application for payment, and information supplied by the Design Consultant, that the Work has progressed to the point indicated, and that after due inquiry to the best of the Construction Manager's knowledge, information and belief, the quality of the Work appears to be in accordance with the Construction Contract Documents (subject to an evaluation of the Work for conformance with the Construction Contract Documents upon Substantial Completion, the results of any subsequent test required or performed under the Construction Contract Documents, minor deviations from the Construction Contract Documents correctable without cost to Owner prior to completion, and any specific qualifications stated in the certificate for payment) and the respective Owner-Contractor Agreement, and that the Contractor is entitled to payment in the amount certified. However, by signing a certificate for payment, the Construction Manager shall not hereby be deemed to represent that the Construction Manager has made exhaustive or continuous on-site inspections to check the quality of the work or that Construction Manager has reviewed the construction means, methods, techniques, sequences or procedures, or that the Construction Manager has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the construction contract sum.



ARTICLE 14  
ADDITIONAL PROVISIONS

14.1 **MEDIATION.** Resolution of any dispute arising under this Agreement between the Owner and Contractor may first be attempted by submitting the dispute to non-binding mediation. The dispute may be submitted to non-binding mediation upon the written demand of either party with the consent of the other party. The non-binding mediation shall be held in Hidalgo County, Texas, at a location agreed to by the parties. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party, and absent such agreement, mediation shall not occur. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. The party demanding the mediation shall be responsible for payment of the mediator's fee and associated costs. Mediation of any dispute shall not be a condition precedent to filing a lawsuit, including seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

14.2 **ARBITRATION.** [INTENTIONALLY DELETED]

14.3 **CONFIDENTIALITY.** In order for the Construction Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the Owner to disclose to the Construction Manager confidential and proprietary information and trade secrets pertaining to the Owner's past, present, or future activities. The Construction Manager hereby agrees to treat information which has been designated to the Construction Manager by the Owner in writing as being confidential and proprietary information or trade secrets in confidential manner. The Construction Manager further agrees that it will not disclose any such information so designated to anyone outside of the Owner at any time. The terms of this Article shall not apply to (a) information which at the time of disclosure is in the public domain or which subsequent to disclosure enters the public domain except by breach of this Agreement by Construction Manager, (b) information which Construction Manager can show by competent proof was in its possession prior to Owner's disclosure of such information to Construction Manager, or (c) information which Construction Manager received from third parties in the absence of a confidentiality agreement thereon.

14.4 **DOCUMENTS AND RECORDS.** Upon termination or expiration of this Agreement, the Construction Manager shall, upon written request from the Owner, return to the Owner all documents and records provided by the Owner that are in the Construction Manager's possession or control and shall deliver all Project files maintained by the Construction Manager for the Project. However, the Construction Manager shall be allowed to make copies of all such documents, records, information and material.

14.5 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

14.6 ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No part of the proposal for this work from the Construction Manager is part of this Agreement.

14.7 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

14.8 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.9 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

14.10 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

14.11 INTERPRETATION OF CERTAIN WORDS. For the purposes of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

14.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts, which shall constitute one and the same instrument.

14.13 CONFLICT AMONG CONTRACTORS. In the event of any conflict between the terms and provisions of this Agreement and the AIA Design Professional Contract and/or the Owner-Contractor Agreement, the AIA Design Professional Contract shall control.

14.14 NON-DISCRIMINATION. By the signing of this Agreement, the Construction Manager certifies that it complies with all applicable laws concerning equal opportunity and non-discrimination and that it does not maintain or provide for its employees to perform their services at any location, under its control, where segregated facilities are maintain.

**[SIGNATURE PAGE FOLLOWS]**

This Agreement executed the day and year first written above.

Owner:  
The County of Hidalgo

PM:  
Prodigy Construction Management LLC

By: Ramon Garcia  
Ramon Garcia, County Judge

By: S. Alex Palacios  
S. Alex Palacios, Owner/Principal 3/7/2013

Approved by Commissioners' Court  
on 3/5/13 RD

ATTEST:  
By: Arturo Guajardo Jr  
Arturo Guajardo, County Clerk

Approved as to form:  
ATLAS, HALL, RODRIGUEZ, LLP

By: SLC  
Stephen L. Crain

ATTACHMENT A  
SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT  
Construction Manager LLC Services are listed below.

I. PROJECT PLANNING AND MANAGEMENT

a) Construction Manager Implementation Plan: PM will work with Owner to prepare a comprehensive Construction Manager Implementation Plan, which will include:

- Identification of the Owner's overall objectives.
- Project policies necessary to manage to the desired outcome.
- Overall Master Project Schedule including the phasing, sequencing and packaging of design, consulting, equipment or construction contracts so that the work meets the capacity of the design and construction community.
- Overall Project Budget including both soft and hard costs.
- Procurement techniques and forms of contract that can be utilized for the delivery of the Project.
- Project Organization Chart including integration of Construction Manager Services with other related services including design services, FF&E procurement and installation (if necessary), operations & maintenance, technology design and installation, etc.

b) Construction Manager Procedures: Construction Manager will prepare Construction Manager Procedures that:

- Establishes procedures for communication among the Project participants.
- Describes roles and responsibilities for all of the key players in the Project participants.
- Presents administrative procedures for pre-design, design, procurement, construction and post construction services
- Are aligned with Owner goals.

c) Architect-Engineer Selection: Construction Manager, when necessary, will advise, if requested by Owner, in the Architect and Engineer selection and advise Owner on language for approval and acceptance by Owner. Construction Manager will assist with review of potential design team(s) qualifications for capability to perform scope of work and meet schedule. Construction Manager will negotiate with the selected firms and assist in Architect and Engineer contract preparation and review. Construction Manager will review the selected firms' certificate of insurance for compliance with Owner's guidelines.

d) Information and Control System: Construction Manager will establish and

implement a Construction Manager information and control system for expediting and processing requests for information; shop drawings, material, equipment, and sample submittals; contract adjustments; change orders; payment requests and the maintenance of logs.

e) Project Budgeting and Cost Management: Construction Manager will prepare a Conceptual Project Budget based on information from Owner. The Project Budget will identify all sources of potential funding, and will account for all Project expenses.

Construction Manager will develop and implement an effective system to assist Owner in the management of Project costs. In developing and implementing this system, Construction Manager will collect budget information for the Project related soft and hard costs, including design costs, construction costs and other related costs; recommend adjustments as necessary and provide input to Construction Manager's computerized cost reporting system. Cost reports will be updated monthly as commitments are made and costs are incurred and incorporated into the monthly report. Any budget adjustments must be approved by the Owner in writing. Construction Manager will record documentation of the change, and transfer of funds.

f) Master Project Schedule: Construction Manager will, working with other Project participants, prepare an overall "Master Project Schedule" showing duration and precedence for major design, bidding, construction and occupancy activities; establishing the overall duration of the Project and identifying those activities that are most critical. Construction Manager will update the Project Schedule on a regular basis indicating current status of activities, expanding the level of detail and status as the Project progresses.

g) Pre-Bid Services: Construction Manager will assist Owner to organize and conduct Pre-Bid conference.

i) Plan Room: Construction Manager will maintain a plan room for the use of entities wanting to review the Project plans and specifications.

j) Project-Wide Progress Meetings: Construction Manager will attend regularly scheduled meetings with Owner for the purpose of reviewing overall progress as measured against the Construction Manager implementation Plan. Major issues affecting the progress of the Project will be identified, monitored, and reported by Construction Manager. Construction Manager will issue meeting minutes. Such meeting minutes will include the status of major issues discussed and will prescribe recommended actions required by team members.

k) Project-Wide Progress Reports: Construction Manager will produce a periodic Project report that will include at a minimum: an executive summary narrative, cost status report, schedule status report, key issues & concerns, major variances to the Construction Manager strategy along with recovery action plans and identification of major activities to be accomplished in the following period.

l) Project Guidelines and Standards: Construction Manager will work with the

Owner to identify, collect, develop and distribute to the Design Consultant and Owner's staff the Owner's Project guidelines. In preparing these guidelines consideration will be given to equality in Project scope. Construction Manager will assist the Owner in the prioritization of Project needs.

m) Construction Contract Agreements: Construction Manager will review contract documents and associated general conditions, special conditions and other related documents for the Project.

Construction Manager will recommend to the Design Consultant contractual language for inclusion in the Construction Documents that will require submittal performance by the Contractor that will support effective cost, schedule and quality control.

Construction Manager will verify that the requirements are included in construction contract documents.

n) Davis Bacon Act: Construction Manager will assist and ensure general contractor in the enforcement of the Davis Bacon Act compliance.

## II PRE-DESIGN AND DESIGN PHASE SERVICES

a) Design Consultant Coordination and Management: Construction Manager will assist the Owner with managing each Design Consultant directly and will provide overall coordination, administration, management, and technical support services during the design, procurement and construction phases of work.

Construction Manager will:

- Monitor performance of each Design Consultant.
- Review Design Consultant applications for payment and/or claims for additional services and provide an analysis and recommendation of action to the Owner
- Review and manage approved re-design activities
- Assist the Owner in determining design submittal requirements at schematic design, design development and construction document phase of design.

b) Budget Review and Cost of Work: Construction Manager will review cost estimates of the design at each design development milestone submittal. Construction Manager will recommend bid alternates as a means of cost control if needed.

Construction Manager's cost estimate review will represent Construction Manager's best judgment as a Construction Manager familiar with the construction industry. It is recognized, however, that neither Construction Manager nor Owner has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that available prices will not vary from the Project Budget proposal established and approved by Owner, or from any cost evaluation or report prepared by Construction Manager. Construction Manager acknowledges that Owner retains all approval over bids and that Construction Manager does not have authority to agree to any cost increases.

c) Schedule Updates: Construction Manager will update the Project schedule based upon information provided by the Design Consultant.

d) Agency Approvals: Construction Manager will assist the Owner and Design Consultant in scheduling necessary plan reviews and obtaining required permits and approvals.

### III. PROCUREMENT PHASE SERVICES

a) Plan Distribution: Construction Manager will initiate and monitor the printing of copies and distribution of Project plans and specifications on behalf of the Owner.

a) Market Project/Project to the Bidders: Construction Manager will review the Project with the bidders, including the designs established by the Design Consultant. Construction Manager's efforts will be coordinated with the Owner's procurement practices.

b) Procurement Management: Bidding & Awarding of Construction Contracts. Construction Manager will assist the Owner to review the bidding and awarding process established by the Design Consultant for each contract; it being agreed that only Owner has authority to award any contracts or otherwise bind Owner.

c) Contractual Review: Construction Manager will advise Owner regarding suggested language for inclusion within bid and contract documents for the services for approval and acceptance by Owner.

Construction Manager will review Design Consultant's bid summaries and make recommendations to Owner for award of contracts or rejection of bids. Construction Manager will review the proposed contract for each successful bidder. Construction Manager will incorporate appropriate contract terms and conditions such as contractor mark-ups on change orders, contingencies, allowances, contractor general conditions and liquidated damages in the contract documents for Owner's review.

Construction Manager will assist the Owner in negotiation of contract agreements between Owner and the bidders, to the limit of Construction Manager's authority as defined in this Agreement, and assist the Owner and design Consultant with rebidding of the work as required. The Construction Manager will not be a bidder on any contract within the Project.

Construction Manager will notify all parties of awarded scope of work, including acceptance of alternates, for coordination with other activities.

### IV. CONSTRUCTION PHASE SERVICES – Project Administration



a) Construction Phase Meetings: Construction Manager will attend pre-construction conferences with Contractors prior to mobilization. Throughout the duration of construction, Construction Manager will attend regular progress meetings with Owner, Design Consultant, and Contractor(s) related to the review and documentation of Project status and coordination of efforts of all Project participants. Design Consultant will be responsible for preparation of individual meeting minutes for each respective part of the Project.

b) On-Site Presence: As progress requires the Construction Manager, including appropriate staff of the Construction Manager, will assist the Design Consultant to observe all phases of construction activities periodically in order to assist in achieving completion of the Project in accordance with the Owner's objectives for cost, time, and quality. Observations will not cause Construction Manager to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and responsibilities of full time construction administration and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

c) Plan Temporary Facilities, Services and Utilities: Construction Manager will review and recommend for approval Contractor's plan for temporary on-site facilities, equipment, materials, and services for the common use of Contractors.

d) Expedite Permits and Approvals: Construction Manager will review the Design Consultant's identification of special permits or approvals required for Project improvements, excluding permits obtained directly by the Contractor. Construction Manager will review and monitor the inspection process of outside agencies. Construction Manager will assist in obtaining approvals for the Project from authorities having jurisdiction over the Project.

e) Coordinate Requests of Information: Construction Manager will coordinate requests for clarification of Construction Contract Documents from the Contractor(s) with the Design Consultant. Construction Manager will review status of requests in a regular or special progress meeting in an effort to monitor timely responses from the Design Consultant.

f) Implement a Change order System and Procedure: When changes in the work become a necessary due to request of Owner, request of the Contractor, or design document issue, Construction Manager will work with the Design Consultant to coordinate the preparation of Owner approved change order documents, log the proposed change in the control log and transmit to the Contractor for response.

g) Processing of Contractor's Shop Drawings & Submittals: Construction Manager will monitor schedules prepared by Contractor for required submittals of shop drawings and samples for approval by Architect, other members of the design Consultant and Owner. The Contractor's and Design Consultant's submittal logs will be reviewed in the weekly progress

meeting in an effort to assure timely processing by the Contractor and Design Consultant.

Construction Manager will review the Contractor's schedules for submittal and approval of shop drawings and samples to assure that they coincide with the Construction schedule.

h) Review and Approve Contractor's Applications for Payment: The Design Consultant will receive Contractors' applications for payment, review for completeness and review Contractor's proposed schedule of values for use in processing payments. Construction Manager will review the Design Consultant's submittal and process payment application to the Owner. Construction Manager will monitor the payment process for compliance with the Construction Contract Documents. If it should later be found that a Contractor has failed to comply with the provisions of its Owner-Contractor Agreement in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor. By issuing and processing an Application for Payment, Construction Manager will not be deemed to represent that it has made any examination to ascertain how and for what the purpose the Contractor has used the previous monies paid on account of the construction contract sum.

i) Project Schedules: Construction Manager will receive, review and comment on the suitability of the detailed construction schedule prepared by the Contractor. Once approved, Construction Manager will monitor the schedule monthly and report on deviations from the schedule. Construction Manager will recommend necessary actions to Owner should the Contractor fail to correct schedule variances caused by the Contractor.

j) Evaluate Contractor Performance: Construction Manager will periodically evaluate the Contractor's performance and will recommend courses of action to Owner when the Contractors' schedule and quality objectives are not being met.

k) Provide Monthly Status Reports: Construction Manager will prepare a monthly status report which will include financial status reports and projections for cost of completion, change order status reports, potential claims identification and status, schedule status and identification of major problems encountered along with corrective action taken or recommended. The schedule status report will compare the status of construction with the construction schedules and Project schedules, making recommendations and recovery plans in the event the schedules do not match.

l) Quality Control Monitoring: Construction Manager will notify the Design Consultant and Owner in writing when it is the opinion of Construction Manager that the work does not conform to the requirements of the Construction Contract Documents. Construction Manager is not authorized to change, revoke, enlarge, relax, alter, or release any requirements of the Construction Contract Documents or to approve or accept any portion of the work not performed strictly in accordance with the Contract Documents.

#### V. CLOSE OUT PHASE SERVICES

a) Determine Final Completion of the Project: Construction Manager will determine, in conjunction with the Design Consultant and Owner, final completion of the Project. Upon completion, Construction Manager will receive the Contractor's final application for payment, confer with the Design Consultant and Owner to determine if all records, certificates, guarantees, warranties and releases have been received, obtain signatures from the Design Consultant and forward to Owner for final payment. In the event any of the items listed above have not been submitted, Construction Manager will assist Owner in obtaining completed items from the appropriate parties. Construction Manager will monitor the final payment process for compliance with contract documents.

b) Operations & Maintenance Manuals: Construction Manager will work with the Design Consultant and Contractor to coordinate delivery of operations manuals and warranties provided to the Owner in a timely manner.

c) Coordinate Punch-List Activities: In consultation with the Owner. Construction Manager will arrange for and coordinate preparation of punch-lists by the Design Consultant when requested by the Contractor or Owner. Project Management will assist the Design Consultant in verifying completion of punch-list activities and in determining substantial completion of the Project. In consultation with the Owner, Construction Manager will arrange for issuance of the Certificate of Substantial Completion by the Design Consultant to the Contractor.

d) Occupancy Activities: Construction Manager will review occupancy schedules prepared by Design Consultant, and will detail and coordinate the activities between final inspection of the Project and the Owner's occupancy needs.

f) Plan for Correction of Defective Items: Construction Manager will assist the Owner to develop a plan to facilitate the correction of defective items that require repair or replacement during the warranty period.

g) Transfer of Final Record Set of Documents: Construction Manager will monitor Contractor's preparation of record drawings and specifications and coordinate and expedite the transmittal of the record documents to the Owner. Construction Manager will prepare the final Project accounting and close out reports.

End of Section

ATTACHMENT B

Schedule of Direct Expense

<b>Schedule of Direct Expenses</b>	
<b>Item</b>	<b>Reimbursable Multiplier of Direct Cost</b>
Computers	0
Inner Office Copies	0
Postage and Courier	1.1
Office Supplies	0
Digital Cameras	0
Plans and Specifications Reproducibles	1.1

No expenses reimbursable by Owner hereunder shall be incurred without the prior written approval of Owner through an Additional Services Agreement or other amendment to this Agreement.

**ATTACHMENT C**  
**Payment Schedule\***

Law Enforcement/Adult Detention Facilities Repair  
Job # PCM-xx-xx13  
Owner PO#

Application No.  
Application Date

A Item	B Description of Work	C Scheduled Value	D Work Completed		E Total Completed To Date		G Balance to Finish (C-F)
			From Previous Applications	This Period	F {D + E}	F {%}	
1	Schematic Design	10%	\$ -	\$ -	\$ -	#DIV/0!	\$ -
2	Design Development	15%	\$ -	\$ -	\$ -	#DIV/0!	\$ -
3	Construction Documents	30%	\$ -	\$ -	\$ -	#DIV/0!	\$ -
4	Bidding or Negotiation Phase	5%	\$ -	\$ -	\$ -	#DIV/0!	\$ -
5	Construction Phase	36%	\$ -	\$ -	\$ -	#DIV/0!	\$ -
6	Project Close-out	2%	\$ -	\$ -	\$ -	#DIV/0!	\$ -
7	Additional Services		\$ -	\$ -	\$ -	#DIV/0!	\$ -
Original contract Amount			\$ -	\$ -	\$ -	#DIV/0!	\$ -



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/2012

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).

<b>PRODUCER</b> Siegeler Insurance Agency 172 West Austin Street Giddings TX 78942-3294		<b>CONTACT NAME:</b> Jennifer Smith <b>PHONE (A/C No. Ext):</b> (979) 542-3449 <b>FAX (A/C No.):</b> (979) 542-0469 <b>E-MAIL ADDRESS:</b> jsmith@siegins.com	
<b>INSURED</b> Prodigy Construction Management, LLC P.O. Box 6592 McAllen TX 78502-6592		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Colony Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: Darwin Select Ins Co INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1241102441 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			GL 3830746	3/23/2012	3/23/2013	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
							PERSONAL & ADV INJURY \$ 1,000,000			
							GENERAL AGGREGATE \$ 2,000,000			
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000			
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$			
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$			
	<input type="checkbox"/> SCHEDULED AUTOS						\$			
	<input type="checkbox"/> NON-OWNED AUTOS						\$			
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	<input type="checkbox"/> OCCUR						AGGREGATE \$			
	EXCESS LIAB						\$			
	<input type="checkbox"/> CLAIMS-MADE						\$			
	DED						\$			
	RETENTION \$						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP-0001222324	3/23/2012	3/23/2013	WC STATU-TORY LIMITS			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Professional Liability			0306-4964-1	3/23/2012	3/23/2013	E.L. DISEASE - POLICY LIMIT \$ 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION

Hidalgo County 2812 S. Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  M T. Siegeler/MW

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 10/24/2012

<b>PRODUCER</b> JERRY MOLINA INSURANCE 3313 N Ware McAllen, TX 78501 (956) 661-8338		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.	
<b>INSURED</b> Prodigy Construction Management, LLC  1325 E Jasmine Ave McAllen, TX 78501		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: FARMERS INSURANCE GROUP	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS. LTR.	ADOL. MEMB.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/PROP AGG	\$
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	604895389	03-16-12	03-16-13	COMBINED SINGLE LIMIT (EA accident)	\$
						BODILY INJURY (Per person)	\$ 500,000
						BODILY INJURY (Per accident)	\$ 500,000
						PROPERTY DAMAGE (Per accident)	\$ 500,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? YES, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2009 Ford F250 Super. Vin #1FTSW21R79EA22027

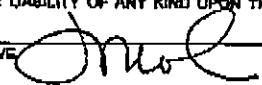
**CERTIFICATE HOLDER**

Hidalgo County  
 2812 S Business Hwy 281  
 Edinburg Tx 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT  
MEETING  
March 5, 2013  
9:30 A.M.**

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

1. **Roll Call**  
All members of the Court were counted present.
2. **Pledge of Allegiance**  
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.
3. **Prayer**  
Virginia Townsend led the Court and Audience in Prayer.
4. **Approval of Consent Agenda**  
The Court moved to approve the Consent Agenda.
5. **Open Forum**
  - Opal Billman discussed her false imprisonment on her own property.
  - Virginia Townsend questioned why the Constable Pct. 1 was asking for additional employees/positions if they obtained some from Constable Pct. 5, asked about the increase in price for the Constable Pct. 1. Building and asked the Court to testify on the House Bills that would affect our Colonias.
  - Fern McClaugherty expressed concerns as to how the Agenda was posted and on items 7.F & 7.H.
  - Robert Geib presented the Court a claim from January 15, 2010 for review.
  - Oscar Montoya provided the Court an update on the water allotment.
6. **County Judge's Office:**
  - A. Discussion and appropriate action regarding Hidalgo County's Legislative Agenda for the 83rd Session of the Texas Legislature and other legislative issues affecting Hidalgo County  

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously
  - B. Resolution regarding HB 958  

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously
  - C. Report on bills before the Texas Legislature of interest to Hidalgo County  

Israel Rocha came before the Court to discuss how HB 1000/ SB 24 would affect the merging of the universities and the creation of a medical school. Mr. Rocha clarified that in order to create the medical school, they would need: 1) Authorizing Language (HB 1000/ SB 24); and 2) Funding inserted into Appropriations Bill to ensure long term fiscal liability.

Ramiro Garza, Jr., City Manager for Edinburg, talked about some of the sponsors for HB 1000/ SB 24 and encouraged that the Commissioners' Court Members send a letter of support of the legislation for SB 24.

Raul Sesin, Planning Administrator, came before the Court to inform them that he had testified on HB 611. Mr. Sesin discuss how HB 611 would affect the County as it pertains to: 1)Escrow Requirements, 2) 90 day



March 5, 2013

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve in the order of the of the scores.  
Vote: 4 - 0

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of HALFF Associates Inc. for: the provision of professional engineering services for US 281 & SH 186 (Linn-San Manuel) beautification project in Precinct No. 4.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**E. Constables**

1. Acceptance and Approval to Award the Best Valued Proposals from Job Order Contractors for the project: Concrete Work & Water Line Improvements to Constable Pct. 1 Building (Project# 2013-032-01-16-MSS) as follows:

a. Facilities USA, LLC (awarded JOC through TCPN) in the total amount not to exceed \$89,156.00 for Concrete Work & Water Line Improvements.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.  
Vote: 4 - 0

b. Alpha Building Corp. (awarded JOC through -Choice Facility Partners) in the total amount not to exceed \$2,934.37 for Alternate No. 2-Silt Fence.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**F. Sheriff's Office**

1. Acceptance and approval to execute the final form of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project" as approved for negotiations on CC 10/16/12.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**21. Closed Session:**

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, 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
- B. Pending and/or potential litigation
- C. CL-12-2088-A; Erasmo Chapa v. Hidalgo County, Texas
- D. Claim of Jose F. Garcia

---

**HCSO ADC / LEC Facility Repair Project- Construction Mgr.**

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**From :** Gabriel Castaneda <gabriel.castaneda@hidalgo.org>

Thu, Jan 23, 2014 04:46 PM

**Subject :** HCSO ADC / LEC Facility Repair Project- Construction Mgr.

**To :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

**Cc :** valde guerra <valde.guerra@co.hidalgo.tx.us>, 'Sergio Cruz' <sergio.cruz@co.hidalgo.tx.us>, 'Sheriff' <sheriff.trevino@hidalgo.org>, 'Pat Medina' <patricia.medina@hidalgo.org>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>, 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>, 'Emilia Uriegas' <emilia.uriegas@hidalgo.org>, 'Richard Ozuna' <richard.ozuna@hidalgo.org>, 'Juan Tapia' <juan.tapia@hidalgo.org>

Ms. Salazar,

In regards to the Hidalgo County Sheriff's Office Adult Detention Center / Law Enforcement Center Facility Repairs and/or Replacement Project:

I am requesting to terminate the county's contract agreement with the construction management company "Prodigy" as a cost saving measure to this project. Please feel free to contact me if you have an questions.

Sincerely,

**Gabriel Castañeda**

Commander  
Hidalgo County Sheriff's Office  
711 El Cibolo Rd.  
Edinburg, TX 78539

Main: (956)383-8114  
Office: (956)393-6003  
Fax: (956)393-6179  
email: gabriel.castaneda@hidalgo.org

*"When our decisions affect the lives of others, we must always seek God's wisdom."  
Anonymous*

This communication and any files transmitted with it may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including reliance thereon) is strictly prohibited. If you received this communication in error, please immediately contact the sender and destroy material in its entirety, whether in electronic or hard copy format.

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AI-42653

Purchasing Department 18. D. 1.

CC REGULAR

Meeting Date: 01/28/2014

Submitted For: Hon. Arturo Guajardo,  
Co. Clk.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

Acceptance and approval to utilize through the Department of Information Resources (DIR) Contract #DIR-SDD-1647 between State of Texas, acting by and through the Department of Information Resources and Xerox State & Local Solutions, Inc. as successor to ACS State & Local Solutions, Inc. (as per Amendment No. 2) thus allowing Hidalgo County-Clerk Department to utilize services offered under this contract for the Record Management and Imaging System.

**BACKGROUND**

Requisitions No. 249831 and 249850

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**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 4-1237-415-40-180-003-0-341

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

---

**Attachments**

**DIR-SDD-1647-CONTRACT-AMENDMENT2**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	01/21/2014 05:39 PM
Budget & Management	Debbie Tamez	01/22/2014 02:53 PM
Glinda Pacheco	Glinda Pacheco	01/23/2014 04:19 PM
Auditor's Office	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Yolanda Velasquez		Started On: 01/13/2014 01:41 PM
	Final Approval Date: 01/24/2014	



**Reed Roach**  
 Government Records  
 Management

8600 Harry Hines Boulevard  
 Suite 300  
 Dallas, TX 75235

Reed.Roach@Xerox.com  
 tel 214.902.5004  
 fax 214.902.5058

December 11, 2013

Honorable Arturo Guajardo  
 Hidalgo County Clerk  
 100 N, Closner Main Street First Floor  
 Edinburg, TX 78539

**Subject: DIR Contract SDD-1647 Quotation for Hidalgo County Clerk's 2014 One Year System Agreement**

Dear Mr. Guajardo:

Below is a list of products and services that cumulatively make up the components used to fulfill the proposed 2014 ACS – Hidalgo County one year agreement for the recording and indexing system in the County Clerk's office. The Hidalgo County – ACS agreement is based on a monthly turnkey service fee that is an aggregate of multiple products. These components are posted and made available through the ACS- DIR State Contract number SDD-1647. The cumulative catalog items used to determine the aggregate monthly service fee is as follows:

**Land Records Computer System and Services**

Product/Service	Item	DIR Pricing	Unit	% Discount	Monthly Service
20/20 Perfect Vision Land Records Document Management, Imaging and Workflow System	Server License – Includes Cashiering, Indexing, Verification, Storing, and Retrieval	\$6,087	1	19.5 %	\$4,900/month
20/20 Perfect Vision Land Records Document Management, Imaging and Workflow System	Workstation Licenses	\$5,106	36	29.5%	\$3,600/month
20/20 Perfect Vision Vital Statistics Document Management and Imaging System	Server License –Includes, marriages, vital statistics, Soldiers Discharges, Assumed Names	\$795	1	19.5%	\$640/month
20/20 Perfect Vision Vital Statistics Document Management and Imaging System	Workstation Licenses	\$511	36	29.5%	\$360/month
AIRS – ACS Internet and Replication Services for Land Records	Internet distribution and support services.	\$990	1	49.5%	\$500/month
Professional Services	Installation, Configuration, and Integration of 20/20 Perfect Vision Components		1	19.5%	Included



Maintenance and Support Services	20/20 Perfect Vision Components		1	24.5%	Included
Maintenance and Support Services	All ACS installed hardware		1	24.4%	Included
Training Services	20/20 Perfect Vision Components		1	24.5%	Included
<b>Aggregate Recurring Monthly Service</b>					<b>Total \$10,000/Month</b>
<b>Full Service Indexing</b>	<b>Land Records and Marriages</b>	\$1.85		24.5%	<b>\$1.30 per instrument*</b>

\* Invoiced according to the actual number of instruments filed each month.

This quotation is in line with the products and services detailed and provided on the ACS/Hidalgo County System agreement currently in effect. Accordingly, the DIR contract prices are distributed over a 12 month period for this one year ACS/Hidalgo County System agreement. This pricing would take effect at the expiration of the current agreement or February 15, 2014. All existing hardware and software will continue to be supported and maintained as detailed in the existing agreement.

ACS appreciates the long business relationship with Hidalgo County and looks forward to continuing to provide this valuable service. If I can provide any additional information please let me know.

Sincerely,

Reed Roach  
ACS - Government Records Services

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- [Data Center](#)
- [Telecom](#)
- [IT Leadership](#)



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**Xerox State & Local Solutions, Inc.**

<b>URL</b>	<a href="#">Vendor Website</a>	<b>DIR Contract Number</b>	DIR-SDD-1647
<b>Vendor ID</b>	1131996647601	<b>Contract Term End Date</b>	3/3/2014
<b>HUB Type</b>	Non HUB	<b>Contract Exp Date</b>	3/3/2015

**Xerox State & Local Solutions, Inc.**

**Contact** [Stacy Grange](#)  
**Phone** (214) 902-5000  
**Fax** (214) 902-5058

**DIR**

**Contact** [Tom Hay](#)  
**Phone** (512) 936-7199  
**Fax** (512) 475-4759

**How to Order**

1. For product and price information, contact [Stacy Grange](#).
2. Generate a purchase order. Reference the DIR **1647** on your purchase order.
3. E-mail or Fax your purchase order to your designated representative.

**Contract Overview**

[Get Adobe Reader](#)

**Contract: [DIR-SDD-1647](#)**

**[Standard Terms and Conditions PDF - 421 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 - 341 KB | Updated 03/03/2011](#)**

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 - 140 KB | Updated 11/13/2012](#)**

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.

**Available Brands**

- ACS Jury Management System
- ACS Property Tax
- AgileCourt
- Edgesoft
- FileBound
- FIREHOUSE

**Available Products & Services**

- Software

**Additional Contract Information**

- [Appendix D, Software Licenses \(120 KB\)](#)
- [Appendix E \(120 KB\)](#)
- [Appendix F \(215 KB\)](#)
- [Appendix G \(160 KB\)](#)

[< No thanks, return to search](#)

[Appendix H \(181 KB\)](#)

[Appendix I \(213 KB\)](#)

## Reseller Vendor Contacts

There are no resellers associated with this contract

[Capitol Complex Directory](#)

[Statewide Search](#)

[Sponsored Sites](#)

[Planned Procurement Schedule](#)

[Document Library](#)

[SAO Fraud Reporting](#)

[Homeland Security](#)

[Texas Veterans Portal](#)

[FAQs](#)

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**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**ACS STATE & LOCAL SOLUTIONS, INC.**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and ACS State & Local Solutions, Inc. (hereinafter “Vendor”), with its principal place of business at 2828 North Haskell, Dallas, Texas 75204.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-150, on January 29, 2010, for Software Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-150 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, GRM Software License Agreement; Appendix E, GRM Service Agreement; Appendix F, Jury/AgileCourt Software License Agreement; Appendix G, Jury/AgileCourt Product Support & Enhancement Program; Appendix H, Jury/AgileCourt Software Services Agreement; Appendix I, Property Tax Software License Agreement; Appendix J, Property Tax Product Support & Enhancement Agreement; Appendix K, Property Tax Software Services Agreement; Appendix L, EdgeSoft Software License Agreement; Appendix M, EdgeSoft Software Maintenance Agreement ; Exhibit 1, Vendor’s Response to RFO DIR-SDD-TMP-150, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-150, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Appendix H, then Appendix I, then Appendix J, then Appendix K, then Appendix L, then Appendix M, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or



substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to the Software Products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to those specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

**A. Manufacturer's Suggested Retail Price (MSRP)**

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

**B. Customer Discount**

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

**C. Customer Price**

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or

services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

**D. DIR Administrative Fee**

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

**E. Shipping and Handling Fees**

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

**F. Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**H. Changes to Prices**

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one half of one percent (.50%).

Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:  
Dan Contreras, Director  
ICT Cooperative Contracts Division  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 463-7381  
Facsimile: (512) 475-4759  
Email: [dan.contreras@dir.texas.gov](mailto:dan.contreras@dir.texas.gov)

If sent to the Vendor:  
Kim Weatherford  
Site Operations Director  
1595 Hog Hollow Road  
Dripping Springs, Texas 78620  
Phone: (512) 217-6009  
Facsimile: (512) 858-5293  
Email: [kim.weatherford@acs-inc.com](mailto:kim.weatherford@acs-inc.com)

**7. Software License and Service Agreements.**

**A. Software License Agreements**

**1)** Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreements set forth in Appendix D, Appendix F, Appendix I and Appendix L of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D, Appendix F, Appendix I or Appendix L.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

#### **B. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher."**

#### **C. Service Agreements**

Services provided under this Contract shall be in accordance with the Service Agreements as set forth in Appendix E, Appendix G, Appendix H, Appendix J, Appendix K and Appendix M of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

### **8. Intellectual Property Matters**

#### **A. Definitions**

1. "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas,

discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations;

and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

**B. Ownership.**

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

**C. Further Actions.**

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor’s signature due to the dissolution of Vendor or Vendor’s unreasonable failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor’s agent and Vendor’s attorney-in-fact to act for and in Vendor’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer’s sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

**D. Waiver of Moral Rights.**

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**E. Confidentiality.**

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

**F. Injunctive Relief.**

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

**G. Return of Materials Pertaining to Work Product.**

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

**H. Vendor License to Use.**

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services

to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

**I. Third-Party Underlying and Derivative Works.**

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

**J. Agreement with Subcontracts.**

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

**K. License to Customer.**

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

**L. Vendor Development Rights.**

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.



**9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

A. Appendix A, Section 8, Contract Administration, B. Reporting and Administrative Fees, 1) Reporting Responsibility, b) is hereby restated in its entirety as follows:

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense. Except to the extent necessary to reveal the basis of invoices and other reports due to DIR, Vendor will not be required to disclose proprietary financial information or confidential personnel data.

B. Appendix A, Section 9, Vendor Responsibilities, A. Indemnification, 1) Acts or Omissions is hereby restated in its entirety as follows:

**1) Acts or Omissions**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL REASONABLE AND RELATED COSTS, ATTORNEY FEES, AND EXPENSES directly arising out of, or resulting from any negligent acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

C. Appendix A, Section 9, Vendor Responsibilities, B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE, 1) is hereby restated in its entirety as follows:

**1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH Taxes ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES,**

REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. ALTERNATIVELY, VENDOR MAY CARRY AN ALTERNATIVE PLAN OF WORKER'S COMPENSATION BENEFITS IN THE STATE OF TEXAS IF PERMITTED BY LAW SUCH AS A NON-SUBSCRIBER PLAN

D. Appendix A, Section 9, Vendor Responsibilities, N. Required Insurance Coverage is hereby restated in its entirety as follows:

**N. Required Insurance Coverage**

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage, in the form of a standard certificate of insurance or related documentation, to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to DIR and the Customer. All required insurance must be issued by companies that are A-financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be included as Additional Insureds on the commercial general liability and business automotive liability insurance. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

**1) Commercial General Liability**

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for bodily injury and property damage including products/completed operations, where appropriate, with a general aggregate of \$500,000. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Subrogation in favor of DIR and/or Customer.

**2) Workers' Compensation Insurance**

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee. Alternatively, Vendor may carry an alternative plan of worker's compensation benefits in the State of Texas if permitted by law such as a non-subscriber type plan

**3) Business Automobile Liability Insurance**

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per accident for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following provisions or endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

**(This space intentionally left blank)**

This Contract is executed to be effective as of the date of last signature.

**ACS State & Local Solutions, Inc.**

**Authorized By: Signature on File**

**Name: Michael M. Davis**

**Title: Sr. Vice President**

**Date: 2/18/11**

**The State of Texas, acting by and through the  
Department of Information Resources**

**Authorized By: Signature on File**

**Name: Cindy Reed**

**Title: Deputy Executive Director  
Operations & Statewide Technology Sourcing**

**Date: 3/3/11**

**Legal: Signature on File**

**Amendment Number 2**  
**to**  
**Contract Number DIR-SDD-1647**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Xerox State & Local Solutions, Inc.**

This Amendment Number 2 to Contract DIR-SDD-1647 (“Contract”) is between the State of Texas, acting by and through the Department of Information Resources (“DIR”) and Xerox State & Local Solutions, Inc. as successor to ACS State & Local Solutions, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. By this Amendment Number 2, Xerox State & Local Solutions, Inc. expressly assumes all rights, obligations and liabilities, past, present, and future, under this Contract, and will hold DIR harmless from any claim by ACS State & Local Solutions, Inc.
2. Xerox State & Local Solutions, Inc. hereby represents to DIR that it owns the Contract and agrees to perform all duties and obligations to be performed by Vendor under the above-mentioned Contract to the same extent as if it had been an original party thereto. Xerox State & Local Solutions, Inc., hereby represents to DIR that by the effective date of this amendment, that it is or will be registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.
3. **Contract, Section 2, Term of Contract**, is hereby amended as follows:  
DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through March 3, 2014 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year term.
4. **Contract, Section 4, Pricing, G. Travel Expense Reimbursement**, is hereby restated in its entirety as follows:

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under

this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

5. **Contract, Section 5, DIR Administrative Fee, B)** is hereby restated in its entirety as follows:

**B.** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. **Contract, Section 6, Notification,** is hereby restated in its entirety as follows:

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [robin.abbott@dir.texas.gov](mailto:robin.abbott@dir.texas.gov)

If sent to the Vendor:

Stacy Grange  
Marketing & Comm Assoc  
Xerox State & Local Solutions, Inc.  
8600 Harry Hines Blvd. Suite 300  
Dallas, TX 75235  
Phone: (214) 956-6318  
Facsimile: (214) 902-5058  
Email: [Stacy.Grange@xerox.com](mailto:Stacy.Grange@xerox.com)

7. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts,** is hereby restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Product and Related Services Contracts dated 12/17/2012.
8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.** is hereby restated as follows:

**A. Appendix A, Section 8, Contract Administration, B. Reporting and Administrative Fees, 1) Reporting Responsibility, b)** is hereby restated in its entirety as follows:

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense. Except to the extent necessary to reveal the basis of invoices and other reports due to DIR, Vendor will not be required to disclose proprietary financial information or confidential personnel data.

**B. Appendix A, Section 9, Vendor Responsibilities, A. Indemnification, 1) Acts or Omissions** is hereby restated in its entirety as follows:

**1) Acts or Omissions**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL REASONABLE AND RELATED COSTS, ATTORNEY FEES, AND EXPENSES directly arising out of, or resulting from any negligent acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

**C. Appendix A, Section 9, Vendor Responsibilities, B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE, 1)** is hereby restated in its entirety as follows:

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH Taxes ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF

TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. ALTERNATIVELY, VENDOR MAY CARRY AN ALTERNATIVE PLAN OF WORKER'S COMPENSATION BENEFITS IN THE STATE OF TEXAS IF PERMITTED BY LAW SUCH AS A NON-SUBSCRIBER PLAN

**D. Appendix A, Section 9, Vendor Responsibilities, N. Required Insurance Coverage** is hereby restated in its entirety as follows:

**N. Required Insurance Coverage**

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage, in the form of a standard certificate of insurance or related documentation, to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to DIR and the Customer. All required insurance must be issued by companies that are A- financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be included as Additional Insured on the commercial general liability and business automotive liability insurance. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for bodily injury and property damage including products/completed operations, where appropriate, with a general aggregate of \$500,000. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Subrogation in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee. Alternatively, Vendor may



carry an alternative plan of worker's compensation benefits in the State of Texas if permitted by law such as a non-subscriber type plan

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per accident for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following provisions or endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 2, then Amendment Number 1 and then the Contract.

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**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than March 3, 2013.

**Xerox State & Local Solutions, Inc.**

**Authorized By:** Signature of File

**Name:** Hubert P. Auburn

**Title:** Vice President

**Date:** 2/26/13

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Carl Marsh

**Title:** Chief Operating Officer

**Date:** 3/8/13

**Office of General Counsel:** initials 3-6-13

**AI-42850**

**Closed Session 20. C.**

**CC REGULAR**

**Meeting Date:** 01/28/2014

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/24/2014 04:21 PM
Auditor's Office	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Monica Badillo		Started On: 01/24/2014 04:05 PM
	Final Approval Date: 01/24/2014	

AI-42851

Open Session 21. C.

CC REGULAR

Meeting Date: 01/28/2014

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	01/24/2014 04:32 PM
Purchasing Department	Monica Badillo	01/24/2014 05:38 PM
Form Started By: Monica Badillo		Started On: 01/24/2014 04:08 PM
	Final Approval Date: 01/24/2014	