CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 29, 2014
9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **AI-45724** **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2014 Intradepartmental transfers:**

A. **AI-45703** 2014 - County Judge (1100)

B. **AI-45688** 2014 - Probate Court (1100)

C. **AI-45687** 2014 - HIDTA (1251)

D. **AI-45659** 2014 - 139th DC (1100)

E. **AI-45679** 2014 - Facilities Management (1100)

F. **AI-45665** 2014 - Pct. #1 R&B (1200)

G. **AI-45648** 2014 - Pct. #1 Admin (1200)

H. **AI-45646** 2014 - Pct.#1 Sanitation (1100)

I. **AI-45643** 2014 - Pct. #1 Parks (1100)

J. **AI-45478** 2014 - Pct. #1 Admin (1200)

K. **AI-45670** 2014 - Pct. #2 Road Maintenance (1200)

L. **AI-45638** 2014 - Pct #3 Sanitation (1100)

M. **AI-45653** 2014 - General Litigation (1100)

N. **AI-45605** 2014 - Elections (1283)

O. **AI-45524** 2014 - Elections (1100)

P. **AI-45671** 2014 - JP Pct. 4, Pl. 2 (1100)

Q. **AI-45557** 2014 - Constable Pct. #1 (1100)

R. **AI-45529** 2014 - Constable Pct. #3 (1100)

S. **AI-45531** 2014 - Constable Pct. 3 (1284)

T. **AI-45650** 2014 - Human Services (1100)

U. **AI-45526** 2014 - Health & Human Services Dept. / Immunization (1293)

V. **AI-45549** 2014 - Sheriff's Dept. / Jail (1100)

3. **2014 Interdepartmental transfers:**

A. **AI-45692** Pct 1 Whalen Rd (Old 83-Moore Rd)(1200):
Approval of 2014 interdepartmental transfer from Pct 2 Whalen Rd(Old 83-Moore Rd)into Pct 1 Whalen Rd (Old 83-Moore Rd) Project in the amount of $21,641.00.

B. **AI-45680** Pct.1 R&B (1200):
Approval of 2014 interdepartmental transfer within R&B Fund 1200 from program (004) to program (005) in the amount of $9,900.00.

C. **AI-45628** Pct.1 R&B (1200):
Approval of 2014 interdepartmental transfer within R&B Fund 1200 from program (052) to program (004) in the amount of $2,024.01.

D. **AI-45708** Pct 2 Rd Maint (1200): Approval of 2014 interdepartmental transfer from Various Pct 2 Projects into Pct 2 Rd Maint in the amount of $103,452.55.

E. **AI-45709** Pct 2 Owassa Rd (1524ft W "I" Rd to "I" Rd) Paving Project (1200):
Approval of 2014 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Owassa Rd (1524ft W of "I" Rd to "I" Rd) Paving Project in the amount of $73,654.00.

4. **Planning Department:**

A. **AI-45651** 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

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

5. **Monthly Fee Reports:**

A. **AI-45576** District Clerk:
Revised Monthly Partial Fee Report for April 2014

B. **AI-45578** District Clerk:
Revised Monthly Partial Fee Report for May 2014

6. **Executive Officer - Valde Guerra:**

A. **AI-45640** Right of Way:

*Enterprise Products Company: EPCO to install a new 2" custody meter w/OPP, EFM, Polling, Comm., Solar & Battery pack at the east side of Jara China Rd. and EPCO to bore Jara China Rd., install a 2" P/L to EPCO specs and install a 2" hot tap on our Dan Hughes 10" P/L and make tie-ins.

B. **AI-45649** Approval of 457 plan hardship withdrawal request for the following employee #050229

7. **Tax Refunds:**

A. **AI-45586**

Account Number	Payer	Amount
A1800.99.038.0008.19	Rojas Heavy Equipment Llc	$8,414.63
F6350.04.000.0014.00	Corelogic	$4,618.46
L0250.00.035.0001.01	Valley Land Title Company	$2,587.21
M2240.00.000.0001.01	McAllen Associates	$4,862.40
S2770.02.000.0030.00	Corelogic	$4,977.38

8. **Membership Dues:**

A. **AI-45533** Public Defender's (1282):
Requesting approval to pay membership dues to the Hidalgo County Bar Associationin the amount of $75.00 (Requisition #260260)for Jennifer Narvaez, Deputy Public Defender, with the authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the Auditors.

B. **AI-45541** Sheriff's Dept. (1100):
Requesting approval of 2014 membership dues to the Texas Jail Association for Sergeant Ruben Turrubiates in the amount of $30.00. (Requisition #260191) with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

C. **AI-45660** Sheriff Dept. (1100):
Requesting approval of 2014 membership dues for the Texas Narcotic Officers Association for Deputies Eulalio Cortez and Joel Quintanilla for the amount of $40.00 each (requisition #260699) with authority for the County Treasurer to issue check after review, audit, and processing prcedures are completed by the County Auditor.

9. **Auditor's Office:**

A. **AI-45522** 1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Reports for the Months of May and June 2014.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

10. **Budget & Management:**

A. **AI-45707** 2014 Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to County Wide Administration- Contingency.

B. **AI-45621** Self-Insured (2202) Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 07/01-15/2014 in the amount of $46,953.77 and requesting approval of wire transfer.

C. **AI-45395** 1. Approval of reimbursement in the amount of $695,034.07 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/05/14 to 07/18/14.

07/05-11/14	$338,704.01
07/12-18/14	$356,330.06
TOTAL	$695,034.07

2. Approval of wire transfer to cover claims paid.

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

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

A. **AI-45713** Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 (an increase of $122,445.00) in connection to contract # C-13-178-08-20 with L&G Consulting Engineering, Inc. for the purposes of (Job Specific) Project: "FM 2220 Ware Road" located within Hidalgo County Precinct No. 4.

B. **AI-45512** Requesting approval to exercise the option extend the final year of permitted renewals allowed under each contract with same rates, terms and conditions for the provision of "Lubricants (Grease, Oil, Hydraulic Fluids Antifreeze Products)"

1) Arguindegui Oil Company (C-13-021-09-03)
2) Oil Patch Fuel & Supply, Inc. (C-13-021a-09-03)

C. **AI-45561** Constable Pct. #3:
Approval to purchase One (1) New 2015 Chevrolet Tahoe PPV CC10706 through the County's membership/participation with TPASS (TxSmartBuy)/Caldwell Country Chevrolet (Contract #CPA 071 / 468CLE) in the amount of $47,719 which includes Administration fee and delivery for (Project #2014-298 OGG).

D. **AI-45565** **Sheriff's Law Enforcement Office:**
Requesting authority to purchase (4) black wood 11" x 13" picture frames matted to 8" x 10" through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor Staples Business Advantage contract #407-12 through the following requisition #260369 in the amount of $89.64.

E. **AI-45582** Requesting approval of Payment Application No. 1 in the amount of $64,259.42 for paving & drainage improvements submitted by Rojas Heavy Equipment, LLC dba Rojas Construction & Paving through Contract #C-14-078-04-15 for Pct 2 Gearhart Drive Paving & Drainage Improvements project, and certified for payment by project engineer, Raul Sesin.

F. **AI-45606** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

2. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional geo-technical testing materials testing services for Pct No.1 "ON CALL SERVICES".

totals	Izaguirre Engineering	MEG Engineering	PSI Engineering

Scores	80	86	80
Ranking			

3. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for geo-technical testing services for Pct No.1 “ON CALL SERVICES”.

G. **AI-45611** Authority to exercise the six (6) month extension option as provided under current contract for "Electrical Materials & Supplies," under the same rates, terms, and conditions with Central Plumbing & Electric Supply Co.

H. **AI-45612** Requesting authority to exercise the third (3rd) one (1) year extension as provided in the contract #E-13-245-07-30 for “Purchase and Disposal of Air Conditioning Units” for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2014 through August 15, 2015.

I. **AI-45277** Requesting authority to advertise and approval of procurement packet (i.e. specifications//requirements, legal notice, draft requirement agreement etc) as attached hereto for: Hidalgo County Precinct 4- "Pit Run Caliche Base" -RFB No.: 2014-287-00-00-SGS. Including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

J. **AI-45198** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Judge Mario E. Ramirez, Jr. Juvenile Justice Center- "Licensed Professional Counselors"-RFP NO.:2014-273-SMA. Including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

K. **AI-45631** Requesting the approval and authorization to reject bids received for Hidalgo County project titled "Pickup of Used Oil-Filters and Anti-Freeze"- No.: 2014-119-07-16-SGS and to re-advertise project.

L. **AI-45534** The Health Department is formally requesting the removal of County Asset Tag no. 46216 from their inventory list due to theft of item.

M. **AI-45547** Approval to add (3) fuel card(s) for:

1. Constables Pct No. 4- Fuel Cards (3)

AI-45724 **1.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of check register and payment of claims and bills - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

BACKGROUND

Attachments

ck register

Form Review

Form Started By: Monica Badillo Started On: 07/28/2014 04:25 PM

Final Approval Date: 07/28/2014

Approval of Check Register as Summarized Below

July 29th, 2014

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	400894	401240		788,754.92
02	Special Revenue	395396	395559		540,433.33
04	Capital Projects	15663	15676		369,443.20
05	Trust & Agency	23678	23701		59,869.97
07	Proprietary	5931	5933		254,621.72
15	Urban County	29448	29466		252,326.76
			Total checks		**2,265,449.90**
Ach Withdrawals for:					
General Fund			ITEMS:	1	560,480.37
Trust & Agency Funds			ITEMS:	5	1,141,874.03
Payroll Fund			ITEMS:	2	3,159,333.95
			Total withdrawals:		4,861,688.35
Bank Internal Transfer for:					
General Fund			ITEMS:	4	4,864,322.79
Special Revenue Funds			ITEMS:	4	1,849,492.12
Trust & Agency Funds			ITEMS:	1	3,873.32
Proprietary Funds			ITEMS:	2	41,489.80
			Total transfers:		6,759,178.03
			Total electronic payments:		11,620,866.38
			Grand Total:		**13,886,316.28**

ACH Withdrawals

Date	To	For	From	Amount
07/24/14	Texas Class Investment Pool	Tax Office Motor Vehicle	Gerneral Fund	560,480.37
			Total General	560,480.37
07/28/14	IRS Tax Payment	Regular PP15	Trust & Agency Fund	1,071,699.88
07/28/14	IRS Tax Payment	Urban County PP15	Trust & Agency Fund	9,198.22
07/28/14	Esimpkins	457 Reg. P/R PP15	Trust & Agency Fund	10,401.41
07/22/14	Esimpkins	457 Elected Officials PP13	Trust & Agency Fund	275.00
07/25/14	TXSDU	Child Support pp15	Trust & Agency Fund	50,299.52
			Total Trust & Agency	1,141,874.03
07/25/14	County Employees	Regular Payroll PP15	Payroll Fund	3,132,661.17
07/25/14	Urban Co. Employees	Urban Co. Payroll PP15	Payroll Fund	26,672.78
			Total Payroll	3,159,333.95
			Total ACH Withdrawal	4,861,688.35

Bank Internal Transfers

Date	To	For	From	Amount
07/23/14	Payroll Fund	Regular PP15	General Fund	2,172,912.38
07/24/14	Trust & Agency Fund	Regular PP15	General Fund	2,071,022.93
07/24/14	Tax Office Motor Vehicle	Return of Principal Investment	General Fund	549,789.73
07/23/14	Special Revenue Fund	Planning Dept	General Fund	70,597.75
			Total General	4,864,322.79
07/23/14	Payroll Fund	Regular PP15	Special Revenue Fund	938,483.67
07/24/14	Trust & Agency Fund	Regular PP15	Special Revenue Fund	857,112.39
07/23/14	Payroll Fund	Urban County PP15	Special Revenue Fund	26,672.78
07/24/14	Trust & Agency Fund	Urban County PP15	Special Revenue Fund	27,223.28
			Total Special Revenue	1,849,492.12
07/21/14	Proprietary Fund	Deposit correction	Trust & Agency Fund	3,873.32
			Total Trust & Agency	3,873.32
07/23/14	Payroll Fund	Regular PP15	Proprietary	21,265.12
07/24/14	Trust & Agency Fund	Regular PP15	Proprietary	20,224.68
			Total Proprietary	41,489.80
			Total Bank Transfers	6,759,178.03
			Grand Total	11,620,866.38

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00400894	820.00	07/29/14	23019 ALEXANDER, MARK	C
01	00400895	200.00	07/29/14	332917 ALVARADO, CATARINA S.	C
01	00400896	820.00	07/29/14	419397 ANAYA LAW FIRM PLLC	C
01	00400897	3,032.50	07/29/14	66702 ARIZPE, SOFIA	C
01	00400898	550.00	07/29/14	329134 BARBOSA, ALBERTO	C
01	00400899	1,045.00	07/29/14	299375 LAURA MARTINEZ BARBOSA	C
01	00400900	225.00	07/29/14	371262 BARRERA, JOSE OSCAR JR.	C
01	00400901	435.00	07/29/14	341746 CANTU, JUDITH ANN	C
01	00400902	1,045.00	07/29/14	367028 CANTU-DELBOSQUE & ASSOCIATES, P.C.	C
01	00400903	3,050.00	07/29/14	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00400904	1,120.00	07/29/14	315532 CARLOS E. ORTEGON, P.C.	C
01	00400905	1,600.00	07/29/14	404373 CAVAZOS, CHRISTOPHER P.	C
01	00400906	1,030.00	07/29/14	188921 DAVID E CAZARES P.C.	C
01	00400907	1,040.00	07/29/14	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00400908	400.00	07/29/14	413798 DE LA FUENTE & SOLIS, P.L.L.C.	C
01	00400909	1,240.00	07/29/14	213837 DIAZ, MELINDA	C
01	00400910	1,525.00	07/29/14	322555 ESPINOSA, PILAR V.	C
01	00400911	250.00	07/29/14	208809 ESQUIVEL, ROEL	C
01	00400912	1,095.00	07/29/14	333034 FLORES, ABIEL	C
01	00400913	895.00	07/29/14	345571 FLORES, ALFONSO RICARDO	C
01	00400914	650.00	07/29/14	294772 GALVAN, MONICA M.	C
01	00400915	400.00	07/29/14	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00400916	5,092.50	07/29/14	241873 JAIME ROEL GARCIA	C
01	00400917	1,225.00	07/29/14	406864 GARZA GARCIA, PLLC	C
01	00400918	1,000.00	07/29/14	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00400919	1,025.00	07/29/14	395641 GARZA, JOSE M.	C
01	00400920	1,815.00	07/29/14	159298 GARZA, ROGELIO	C
01	00400921	850.00	07/29/14	252743 GARZA, ROLANDO	C
01	00400922	595.00	07/29/14	425745 GIBSON, STEPHEN A.	C
01	00400923	955.00	07/29/14	19062 GOMEZ, JOSE ANTONIO	C
01	00400924	1,025.00	07/29/14	181188 GONZALES, FRANCISCO E. JR.	C
01	00400925	1,125.00	07/29/14	330507 LAW OFFICE OF JOSE G. GONZALEZ	C
01	00400926	300.00	07/29/14	8311 GORENA, DAVID R.	C
01	00400927	935.00	07/29/14	376442 GUTIERREZ, ROEL	C
01	00400928	795.00	07/29/14	412406 HELLER, URI AARON	C
01	00400929	2,735.00	07/29/14	179094 JEANNE E. HOLMES, P.C.	C
01	00400930	460.00	07/29/14	378682 JARVIS LAW FIRM	C
01	00400931	832.50	07/29/14	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00400932	1,032.50	07/29/14	301752 LAW OFFICE OF ELOY R. GARCIA, JR.	C
01	00400933	500.00	07/29/14	92096 SEPULVEDA, ELOY	C
01	00400934	300.00	07/29/14	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00400935	400.00	07/29/14	385174 LAW OFFICES OF DAVID LEE MCGEE P.C.	C
01	00400936	400.00	07/29/14	266418 LOPEZ, MIGUEL JR.	C
01	00400937	285.00	07/29/14	371122 LOPEZ, NEREIDA	C
01	00400938	1,350.00	07/29/14	353582 LOPEZ, TEODULO L. JR.	C
01	00400939	1,950.00	07/29/14	268879 MALDONADO, E. OMAR	C
01	00400940	200.00	07/29/14	307742 MARTINEZ, ARMANDO P.	C
01	00400941	1,370.00	07/29/14	368903 MICHAEL D. TUTTLE, PLLC	C
01	00400942	170.00	07/29/14	375462 MOLINA, EFRAIN JR.	C
01	00400943	605.00	07/29/14	159336 LAW OFFICE OF VERONICA MONCIVAIS	C
01	00400944	3,205.00	07/29/14	251127 LAW OFFICE OF MELISSA RIOS MONTES	C
01	00400945	3,192.50	07/29/14	226297 MORALES-MARTINEZ, NEREYDA	C
01	00400946	1,752.50	07/29/14	382647 JORGE MUNOZ	C
01	00400947	100.00	07/29/14	424137 PALACIOS, GARZA & THOMPSON, P.C.	C
01	00400948	200.00	07/29/14	403377 PATINO & ASSOCIATES PLLC	C

Bank	Check No	Amount	Date	Vendor	Type
01	00400949	750.00	07/29/14	325805 LAW OFFICE OF ROBERTO D. PUENTE	C
01	00400950	1,640.00	07/29/14	209783 RAMIREZ, CARMEN B.	C
01	00400951	200.00	07/29/14	291749 RAMIREZ, JOSE ALBINO	C
01	00400952	1,225.00	07/29/14	159328 RAMIREZ, LUIS R.	C
01	00400953	400.00	07/29/14	95982 RAMIREZ, MARIO	C
01	00400954	500.00	07/29/14	407399 REGALADO, LUCY	C
01	00400955	2,577.50	07/29/14	182273 REYES, DANIEL R.	C
01	00400956	600.00	07/29/14	360279 THE LAW OFFICE OF SAMUEL REYES	C
01	00400957	1,427.50	07/29/14	98655 RICHARD GARZA, ATTORNEY AT LAW	C
01	00400958	1,305.00	07/29/14	297615 LAW OFFICE OF REGINA RICHARDSON	C
01	00400959	935.00	07/29/14	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00400960	400.00	07/29/14	353477 SAHADI, JAMES M.	C
01	00400961	345.00	07/29/14	317063 ROBERT J. SALINAS	C
01	00400962	2,720.00	07/29/14	349844 THE MANGI LAW OFFICE, P.C.	C
01	00400963	2,327.50	07/29/14	368067 TIJERINA LAW FIRM PC	C
01	00400964	430.00	07/29/14	409430 TOMAS M. FLORES, PLLC	C
01	00400965	2,905.00	07/29/14	320102 LAW OFFICE OF LAURO B. TREJO III	C
01	00400966	400.00	07/29/14	320196 VALDEZ, ROOSEVELT ROY	C
01	00400967	2,237.50	07/29/14	383678 THE VARGAS LAW FIRM	C
01	00400968	300.00	07/29/14	251186 THE VASQUEZ LAW FIRM, PC	C
01	00400969	400.00	07/29/14	204927 VASQUEZ, LIBRADO KENO	C
01	00400970	5,135.00	07/29/14	372722 LAW OFFICE OF THOMAS G. WAYLAND	C
01	00400971	358.16	07/29/14	343161 AMBASSADOR HOTEL AMARILLO	C
01	00400972	47.18	07/29/14	201502 BENAVIDEZ, ROEL JR	C
01	00400973	50.00	07/29/14	230219 CASTILLEJA, SANTOS III	C
01	00400974	1,019.50	07/29/14	343277 CITIBANK	C
01	00400975	11,928.66	07/29/14	343277 CITIBANK	C
01	00400976	1,816.00	07/29/14	343277 CITIBANK	C
01	00400977	235.00	07/29/14	343277 CITIBANK	C
01	00400978	374.00	07/29/14	192848 CONTRERAS, JESUS	C
01	00400979	406.66	07/29/14	275875 EAN HOLDINGS, LLC	C
01	00400980	440.26	07/29/14	258008 FLORES, AIDA SALINAS	C
01	00400981	246.00	07/29/14	370711 GAMINO, GRACIANO	C
01	00400982	208.00	07/29/14	184799 GARCIA, NORMA G.	C
01	00400983	716.00	07/29/14	210633 MARRIOTT RIVERWALK	C
01	00400984	716.00	07/29/14	210633 MARRIOTT RIVERWALK	C
01	00400985	213.00	07/29/14	186821 MONTEMAYOR, JUAN III	C
01	00400986	12.00	07/29/14	327484 REYNA, REYNALDO ROEL JR.	C
01	00400987	33.49	07/29/14	416681 SAENZ, LONGINO	C
01	00400988	330.00	07/29/14	92665 TAAO	C
01	00400989	230.00	07/29/14	36552 TEXAS ASSOCIATION OF COUNTIES	C
01	00400990	278.85	07/29/14	381403 1ST CHOICE RESTAURANT EQUIP & SUPPLY LLC	C
01	00400991	1,098.18	07/29/14	397970 4M GRANBURY YOUTH SERVICES, INC.	C
01	00400992	272.10	07/29/14	337 A-OK VACUUM CLEANER	C
01	00400993	2,500.00	07/29/14	369381 AFFILIATED COMPUTER SERVICES	C
01	00400994	5,447.82	07/29/14	401374 AIM MEDIA TEXAS OPERATING, LLC	C
01	00400995	4.00	07/29/14	416410 AIRGAS USA, LLC	C
01	00400996	15.00	07/29/14	399140 ALARM SECURITY GROUP LLC	C
01	00400997	2,500.00	07/29/14	201979 ALEMAN, JAIME	C
01	00400998	675.00	07/29/14	322806 ALLIED FIRE PROTECTION SA, LP	C
01	00400999	108.99	07/29/14	314927 AMIGO BOLT & SUPPLY	C
01	00401000	1,298.39	07/29/14	1864 AMIGO POWER EQUIPMENT	C
01	00401001	2,587.22	07/29/14	1961 ANDERSON EQUIPMENT CO INC	C
01	00401002	56,596.19	07/29/14	302465 ARGUINDEGUI OIL CO II LTD	C
01	00401003	9,079.50	07/29/14	328626 AT&T	C

Bank	Check No	Amount	Date	Vendor	Type
01	00401004	96.48	07/29/14	328626 AT&T	C
01	00401005	1,340.96	07/29/14	328626 AT&T	C
01	00401006	63.73	07/29/14	151521 AT&T TELECONFERENCE SERVICES	C
01	00401007	1,850.10	07/29/14	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
01	00401008	98.10	07/29/14	210595 ATOMIC ENERGY INDUSTRIAL LABORATORIES OF	C
01	00401009	3,787.05	07/29/14	337412 AUTOZONE	C
01	00401010	358.95	07/29/14	220205 B & H PHOTO VIDEO	C
01	00401011	620.42	07/29/14	102962 BANALES, J. MANUEL JUDGE	C
01	00401012	420.00	07/29/14	385778 BIO-OPS, LLC.	C
01	00401013	5,083.88	07/29/14	90476 BOB BARKER COMPANY, INC	C
01	00401014	4,699.31	07/29/14	402559 BORDEN DAIRY COMPANY	C
01	00401015	31.48	07/29/14	4081 BORDERLAND HARDWARE OF MERCEDES, INC.	C
01	00401016	192,178.00	07/29/14	262501 BROOKS COUNTY DETENTION CENTER	C
01	00401017	28.85	07/29/14	4472 BURNS MOTOR CO	C
01	00401018	39.44	07/29/14	4553 CONSOLIDATED ELECTRICAL DISTRIBUTORS, IN	C
01	00401019	960.05	07/29/14	4561 BUSTER LIND PRODUCE	C
01	00401020	510.20	07/29/14	124346 C & S SAFETY SUPPLY	C
01	00401021	667.20	07/29/14	300896 CC DISTRIBUTORS, INC.	C
01	00401022	2,431.99	07/29/14	153915 CDW GOVERNMENT INC.	C
01	00401023	471.72	07/29/14	302511 CENTRAL RESTAURANT PRODUCTS	C
01	00401024	120.00	07/29/14	426067 CHAVEZ, BENITO	C
01	00401025	817.16	07/29/14	134821 CHEMSEARCH	C
01	00401026	777.05	07/29/14	195332 CHIEF SUPPLY CORPORATION	C
01	00401027	938.00	07/29/14	255521 CHILDREN'S ADVOCACY CENTER OF HIDALGO	C
01	00401028	2,838.60	07/29/14	6513 CITY OF EDINBURG	C
01	00401029	2,871.95	07/29/14	10197 CITY OF EDINBURG	C
01	00401030	1,800.00	07/29/14	301957 CITY OF PHARR	C
01	00401031	15.50	07/29/14	319848 COLEGIO, ROBERTO	C
01	00401032	1,024.20	07/29/14	213861 COLLISON MASTERS INC	C
01	00401033	275.16	07/29/14	214442 COMMERCIAL KITCHEN	C
01	00401034	390.00	07/29/14	390267 COPY-RITE DIGITAL PRINT AND DESIGN, LLC	C
01	00401035	44.33	07/29/14	270563 CPL RETAIL ENERGY, LP	C
01	00401036	1,960.00	07/29/14	355372 CTC DISTRIBUTING, LTD	C
01	00401037	1,175.39	07/29/14	426059 DAAIV FAM LTD	C
01	00401038	725.00	07/29/14	250562 DANABY RENTALS, INC.	C
01	00401039	1,109.74	07/29/14	178136 DELL MARKETING L.P.	C
01	00401040	505.30	07/29/14	86525 DELTA SPECIALTIES SUPPLY	C
01	00401041	448.00	07/29/14	8869 DIAZ FLOORS & INTERIORS INC.	C
01	00401042	48.99	07/29/14	228389 DIRECTV	C
01	00401043	54.99	07/29/14	228389 DIRECTV	C
01	00401044	50.62	07/29/14	258385 DISH	C
01	00401045	460.29	07/29/14	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
01	00401046	622.18	07/29/14	227463 DORSEY, J. BONNER	C
01	00401047	957.00	07/29/14	374849 DREAM RANCH OFFICE SUPPLIES	C
01	00401048	1,212.55	07/29/14	275875 EAN HOLDINGS, LLC	C
01	00401049	449.68	07/29/14	285641 ECHAVARRIA, KIMBERLY J.	C
01	00401050	6,588.00	07/29/14	391956 ECONET.COM, INC.	C
01	00401051	170.00	07/29/14	227153 SANTOY INVESTMENTS LLC	C
01	00401052	250.00	07/29/14	94986 ELISA G. SANCHEZ, M.D.	C
01	00401053	219.30	07/29/14	311928 FASTENAL COMPANY	C
01	00401054	100.00	07/29/14	353795 FBI - LEEDA	C
01	00401055	296.44	07/29/14	11908 FEDEX	C
01	00401056	104.42	07/29/14	11908 FEDEX	C
01	00401057	49.22	07/29/14	332852 FERGUSON ENTERPRISES, INC #116	C
01	00401058	36.48	07/29/14	344699 FIESTA CHEVROLET, INC.	C

Bank	Check No	Amount	Date	Vendor	Type
01	00401059	39.28	07/29/14	248649 FLEETPRIDE	C
01	00401060	124.00	07/29/14	99775 FLORES, ROMEO M. JUDGE	C
01	00401061	627.48	07/29/14	99775 FLORES, ROMEO M. JUDGE	C
01	00401062	4,224.76	07/29/14	289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00401063	581.66	07/29/14	13129 FRENCH ELLISON TRUCK CENTER LLC	C
01	00401064	204.00	07/29/14	13161 SOUTH TEXAS DIESEL SERVICE, INC.	C
01	00401065	290.90	07/29/14	321826 G & K SERVICE INC.	C
01	00401066	453.05	07/29/14	321826 G & K SERVICE INC.	C
01	00401067	3,524.20	07/29/14	77402 G.T. DISTRIBUTORS, INC.	C
01	00401068	268.80	07/29/14	361186 GALINDO, FLOR	C
01	00401069	14.56	07/29/14	247782 GARCIA, JOSE M.	C
01	00401070	5,410.46	07/29/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00401071	783.77	07/29/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00401072	349.82	07/29/14	169242 GCR TIRE CENTER TDS	C
01	00401073	1,545.54	07/29/14	169242 TDS/GCR	C
01	00401074	1,197.01	07/29/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00401075	2,313.68	07/29/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00401076	392.92	07/29/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00401077	982.00	07/29/14	189774 GERARD RICKHOFF	C
01	00401078	8,175.00	07/29/14	359211 GONZALEZ, AMANDO O.	C
01	00401079	456.00	07/29/14	261335 GRAFIX SHOPPE	C
01	00401080	4,976.25	07/29/14	413860 GRAY & ASSOCIATES, CPA'S	C
01	00401081	15,840.74	07/29/14	15253 GULF COAST PAPER CO.	C
01	00401082	2,508.10	07/29/14	15261 GULF DATA PRODUCTS	C
01	00401083	100.00	07/29/14	15369 GUTHRIE'S LOCKSMITH & SAFE SHOP	C
01	00401084	1,945.86	07/29/14	252468 HACIENDA FORD	C
01	00401085	6,916.28	07/29/14	296627 HENRY SCHEIN, INC.	C
01	00401086	1,784.44	07/29/14	198331 HIDALGO COUNTY IRRIGATION DIST. #2	C
01	00401087	1,785.00	07/29/14	16268 HIDALGO COUNTY IRRIGATION DIST. #6	C
01	00401088	15.00	07/29/14	426008 HINOJOSA, ELIAS	C
01	00401089	999.00	07/29/14	291374 HOME DEPOT	C
01	00401090	300.00	07/29/14	265152 IDOCKET.COM	C
01	00401091	136.00	07/29/14	402257 IDZ LLC D/B/A ID ZONE	C
01	00401092	692.33	07/29/14	405078 INDUSTRIAL DISTRIBUTION GROUP	C
01	00401093	11,947.85	07/29/14	379093 INSIGHT PUBLIC SECTOR, INC.	C
01	00401094	660.94	07/29/14	179442 IVAN'S AUTOMOTIVE	C
01	00401095	35.00	07/29/14	306878 JESSE'S RADIATOR & MUFFLER SHOP	C
01	00401096	1,416.23	07/29/14	262447 JOHNSON SUPPLY	C
01	00401097	3,431.94	07/29/14	253324 JOHNSTONE SUPPLY-PHARR	C
01	00401098	778.00	07/29/14	338613 JUSTICE WORKS, LLC	C
01	00401099	738.00	07/29/14	19941 KALIFA'S WESTERN WEAR, INC.	C
01	00401100	130.00	07/29/14	23027 KVAPIL, MARK A.	C
01	00401101	4,050.00	07/29/14	404403 L. V. MOBILE IMAGING, LLC	C
01	00401102	4,635.95	07/29/14	119784 LABATT FOOD SERVICE	C
01	00401103	283.64	07/29/14	236101 LABORATORY CORPORATION OF AMERICA	C
01	00401104	120.60	07/29/14	367419 LAWMAN BADGE COMPANY	C
01	00401105	16,660.00	07/29/14	271632 LCS CORRECTIONS SERVICES, INC.	C
01	00401106	524.95	07/29/14	223492 LESLIE'S POOLMART, INC.	C
01	00401107	60.65	07/29/14	143731 LONE STAR OVERNIGHT	C
01	00401108	12,958.00	07/29/14	288772 LONE STAR UNIFORMS, INC.	C
01	00401109	300.00	07/29/14	369861 LOPEZ, MARIO ARTURO D/B/A AMER SIGN	C
01	00401110	20.00	07/29/14	424145 LOVE'S TRAVEL STOPS & COUNTRY STORES INC	C
01	00401111	80.00	07/29/14	82708 LULL'S PUBLIC SCALE COMPANY	C
01	00401112	584.79	07/29/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401113	2,942.15	07/29/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C

Bank	Check No	Amount	Date	Vendor		Type
01	00401114	16.67	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401115	23.98	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401116	34.53	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401117	9.06	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401118	16.67	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401119	16.67	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401120	40.93	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401121	52.65	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401122	57.43	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00401123	145.90	07/29/14	321451	MARIA E. RODRIGUEZ	C
01	00401124	3,300.00	07/29/14	152951	MARIN GARZA M.D.	C
01	00401125	7,903.00	07/29/14	262056	JOSE E. GARCIA	C
01	00401126	1,190.33	07/29/14	370886	MCALLEN COMMUNICATIONS COMPANY INC	C
01	00401127	122.93	07/29/14	409707	MCALLEN HOSPITALIST GROUP, PLLC	C
01	00401128	750.00	07/29/14	266264	MCALLEN HOSPITALS, L.P.	C
01	00401129	3,524.50	07/29/14	203602	MCALLEN ISD FOOD SERVICE DEPARTMENT	C
01	00401130	326.16	07/29/14	23825	MCALLEN PUBLIC UTILITY	C
01	00401131	539.82	07/29/14	23825	MCALLEN PUBLIC UTILITY	C
01	00401132	4,500.00	07/29/14	403784	MCCLELLAND, JACK	C
01	00401133	3,106.50	07/29/14	114154	MCM SPORTING GOODS, INC.	C
01	00401134	157.75	07/29/14	361526	MEDTECH FORENSICS, INC.	C
01	00401135	1,000.00	07/29/14	338648	MEGAWARE CORP.	C
01	00401136	2,700.00	07/29/14	300675	MEMORIAL FUNERAL HOME	C
01	00401137	3,925.00	07/29/14	300675	MEMORIAL FUNERAL HOME	C
01	00401138	348.95	07/29/14	125334	MINGO'S CAR KLINIC & DETAILING	C
01	00401139	5,434.00	07/29/14	25097	MISSION HOSPITAL	C
01	00401140	277.56	07/29/14	401960	MISSION QUICK LUBE, INC.	C
01	00401141	301.97	07/29/14	275506	MOBILE RELAYS PARTNERS, LTD.	C
01	00401142	54.43	07/29/14	388467	MODEL LAUNDRY, LLC	C
01	00401143	100.00	07/29/14	426075	MOLINA, HILDA	C
01	00401144	268.73	07/29/14	72745	MONTALVO INSURANCE AGENCY, INC.	C
01	00401145	1,416.63	07/29/14	414492	MOUNTAIN GLACIER, LLC	C
01	00401146	342.72	07/29/14	297321	FIGUEROA-MUNOZ, ADELITA	C
01	00401147	480.05	07/29/14	153842	NICHO PRODUCE CO, INC	C
01	00401148	265.59	07/29/14	25895	NORTH ALAMO WATER SUPPLY CORP	C
01	00401149	6,936.00	07/29/14	400696	NOVARTIS VACCINES & DIAGNOSTICS, INC.	C
01	00401150	276.00	07/29/14	182834	NTC DRUG TESTING SERVICES, INC.	C
01	00401151	2,021.09	07/29/14	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
01	00401152	1,105.92	07/29/14	312231	OFFICE DEPOT	C
01	00401153	1,093.24	07/29/14	312231	OFFICE DEPOT, INC.	C
01	00401154	4,500.00	07/29/14	425540	PALACIOS, ANGELICA TIJERINA	C
01	00401155	200.00	07/29/14	212903	PEGASUS SCHOOLS, INC.	C
01	00401156	12,122.54	07/29/14	247448	PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA	C
01	00401157	185.00	07/29/14	14966	GREGORIO PINA, III, PH.D.	C
01	00401158	179.80	07/29/14	219533	POCKET PRESS INC.	C
01	00401159	4,232.00	07/29/14	28894	POSTMASTER	C
01	00401160	.50	07/29/14	91987	PUEBLO TIRES LTD	C
01	00401161	1,099.55	07/29/14	244759	QUEST DIAGNOSTICS	C
01	00401162	1,500.00	07/29/14	426040	QUINTANILLA, ALDO	C
01	00401163	210.00	07/29/14	371807	REGION 1 REPAIR, LLC	C
01	00401164	710.64	07/29/14	277223	RELIANT, DEPT 0954	C
01	00401165	120.12	07/29/14	277223	RELIANT, DEPT 0954	C
01	00401166	3,642.46	07/29/14	277223	RELIANT, DEPT 0954	C
01	00401167	748.35	07/29/14	277223	RELIANT, DEPT 0954	C
01	00401168	701.01	07/29/14	277223	RELIANT, DEPT 0954	C

Bank	Check No	Amount	Date	Vendor	Type
01	00401169	2,031.64	07/29/14	277223 RELIANT, DEPT 0954	C
01	00401170	58.68	07/29/14	277223 RELIANT, DEPT 0954	C
01	00401171	66.56	07/29/14	403997 RFC RADIOLOGY ASSOCIATES, LLC	C
01	00401172	579.43	07/29/14	31003 RIO GRANDE PLUMBING SUPPLY INC.	C
01	00401173	3,948.79	07/29/14	216607 RIO HYDRAULIC, LLC	C
01	00401174	700.00	07/29/14	379042 RIO TECH	C
01	00401175	473.00	07/29/14	233846 ROCHESTER ARMORED CAR CO.,INC.	C
01	00401176	90.00	07/29/14	184381 SALAZAR, JESSIE	C
01	00401177	391.00	07/29/14	399981 SANCHEZ, ROBERT	C
01	00401178	14,089.40	07/29/14	201839 SHAVER FOODS, LLC	C
01	00401179	60.00	07/29/14	57215 SHERIFF'S ASSOCIATION OF TEXAS	C
01	00401180	1,189.70	07/29/14	34282 SHERWIN-WILLIAMS COMPANY	C
01	00401181	6,947.40	07/29/14	287199 SHI GOVERNMENT SOLUTIONS, INC.	C
01	00401182	235.76	07/29/14	400360 SILGUERO, DANIEL	C
01	00401183	14.50	07/29/14	34754 SOUTH HI WAY GARAGE INC.	C
01	00401184	1,260.40	07/29/14	34797 SOUTH TEXAS COMMUNICATIONS, INC.	C
01	00401185	160.00	07/29/14	392294 SOUTH TEXAS EYE CLINIC	C
01	00401186	94.58	07/29/14	178586 SOUTHERN BONE & JOINT CENTER ASSOC	C
01	00401187	716.10	07/29/14	129763 SOUTHERN FOODS GROUP, LLC	C
01	00401188	500.00	07/29/14	35173 SPIKES MOTOR COMPANY	C
01	00401189	42.99	07/29/14	210501 SPRINT	C
01	00401190	4,505.21	07/29/14	319449 STAPLES ADVANTAGE	C
01	00401191	905.10	07/29/14	319449 STAPLES BUSINESS ADVANTAGE	C
01	00401192	60.00	07/29/14	246565 STARR COUNTY SHERIFF'S OFFICE	C
01	00401193	150.00	07/29/14	133655 SUPERIOR ALARMS	C
01	00401194	503.00	07/29/14	133655 SUPERIOR ALARMS	C
01	00401195	78.41	07/29/14	336319 SUPERIOR OIL EXPRESS	C
01	00401196	1,658.60	07/29/14	114243 SYSCO INC.	C
01	00401197	400.00	07/29/14	421898 TAFT, PHILIP R. PSY. D. PLLC	C
01	00401198	292.00	07/29/14	244171 TDCAA NOW TRUST FUND	C
01	00401199	275.00	07/29/14	36471 TEXAS AGRILIFE EXTENSION SERVICE	C
01	00401200	225.00	07/29/14	96431 TEXAS ASSOCIATION FOR COURT ADM.	C
01	00401201	111.00	07/29/14	300632 TEXAS COMMISSION FOR ENVIRONMENTAL QUALI	C
01	00401202	1.00	07/29/14	264474 TEXAS DEPARTMENT OF PUBLIC SAFETY	C
01	00401203	38.40	07/29/14	288888 TEXAS GAS SERVICE	C
01	00401204	48.66	07/29/14	288888 TEXAS GAS SERVICE	C
01	00401205	2,448.00	07/29/14	369039 TEXAS LAND RECLAMATION LLC	C
01	00401206	70.77	07/29/14	231924 TIME WARNER CABLE	C
01	00401207	93.34	07/29/14	231924 TIME WARNER CABLE	C
01	00401208	43.50	07/29/14	302007 TIRE CENTERS, LLC	C
01	00401209	29.12	07/29/14	415332 TORRES, LEONEL III	C
01	00401210	3,887.68	07/29/14	213934 TRANE U.S. INC.	C
01	00401211	6,165.00	07/29/14	38792 TROPICAL TEXAS BEHAVIORAL HEALTH	C
01	00401212	7,119.22	07/29/14	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00401213	2.35	07/29/14	155284 UNITED PARCEL SERVICE	C
01	00401214	5,141.17	07/29/14	217182 UPPER VALLEY MAIL SERVICES	C
01	00401215	420.18	07/29/14	219797 VALLEY E.M.S., INC.	C
01	00401216	71.00	07/29/14	253049 VALLEY INSURANCE PROVIDERS	C
01	00401217	4,970.02	07/29/14	332216 VALLEY METRO SECURITY LLC	C
01	00401218	287.24	07/29/14	132799 VALLEY OUTDOOR POWER EQUIPMENT, INC.	C
01	00401219	1,184.64	07/29/14	40363 CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	C
01	00401220	304.99	07/29/14	251577 VERIZON SOUTHWEST, INC.	C
01	00401221	178.81	07/29/14	251577 VERIZON SOUTHWEST, INC.	C
01	00401222	160.81	07/29/14	287024 VERIZON WIRELESS	C
01	00401223	12.99	07/29/14	287024 VERIZON WIRELESS	C

Bank	Check No	Amount	Date	Vendor	Type
01	00401224	3,836.99	07/29/14	287024 VERIZON WIRELESS	C
01	00401225	575.48	07/29/14	287024 VERIZON WIRELESS	C
01	00401226	1,629.43	07/29/14	40991 GRAINGER	C
01	00401227	1,586.66	07/29/14	40991 W. W. GRAINGER INC.	C
01	00401228	950.00	07/29/14	81477 WAL-MART	C
01	00401229	2,840.79	07/29/14	78344 WEAKS MARTIN IMPLEMENT CO., INC.	C
01	00401230	38.90	07/29/14	179701 WESLACO FORD, LLP	C
01	00401231	120.00	07/29/14	41548 WEST PUBLISHING CORPORATION	C
01	00401232	552.78	07/29/14	204331 WESTBROOK CLINIC/VALLEY AIDS COUNCIL	C
01	00401233	9,826.60	07/29/14	369195 WESTWOOD PHARMACY CLINICAL SERVICES	C
01	00401234	20.00	07/29/14	319082 WHAT-A-WASH CARWASH	C
01	00401235	3,782.65	07/29/14	42129 XEROX CORPORATION	C
01	00401236	371.04	07/29/14	42129 XEROX CORPORATION	C
01	00401237	596.74	07/29/14	42129 XEROX CORPORATION	C
01	00401238	2,443.21	07/29/14	281735 COOK-JOYCE, INC.	C
01	00401239	21,100.00	07/29/14	342009 AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C
01	00401240	9,850.00	07/29/14	342009 AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C
Total Bank No 01		**788,754.92**			
02	00395396	841.02	07/29/14	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
02	00395397	76,314.60	07/29/14	421952 ROJAS CONSTRUCTION & PAVING LLC	C
02	00395398	26,225.70	07/29/14	248878 A WORLD FOR CHILDREN	C
02	00395399	1,800.00	07/29/14	401684 ACME AUTO LEASING, LLC	C
02	00395400	527.50	07/29/14	130036 AGUILAR, JAVIER	C
02	00395401	5,400.00	07/29/14	403156 AGUILERA PROPERTIES LLC	C
02	00395402	240.02	07/29/14	399140 ALARM SECURITY GROUP LLC	C
02	00395403	378.94	07/29/14	318973 ALLIED WASTE SERVICES OF RIO GRANDE VALL	C
02	00395404	1,600.00	07/29/14	183911 AMERICAN PROBATION & PAROLE ASSOCIATION	C
02	00395405	847.98	07/29/14	328626 AT&T	C
02	00395406	4,800.00	07/29/14	296945 BARBOZA, MIGUEL JR	C
02	00395407	75.88	07/29/14	370215 BAZAN, PAULINA	C
02	00395408	640.00	07/29/14	385778 BIO-OPS, LLC.	C
02	00395409	1,141.00	07/29/14	365432 BOGLE, RICK & ANNETTE	C
02	00395410	314.16	07/29/14	419559 BOWIE-GALLEGOS, ASHLEE MICHELLE	C
02	00395411	4,185.00	07/29/14	405450 BS PROPERTIES, L.L.C.	C
02	00395412	2,267.00	07/29/14	235601 C. H. HARDEN JR. ENTERPRISES, INC.	C
02	00395413	1,605.75	07/29/14	172219 CANO PRODUCE CO., INC.	C
02	00395414	1,132.15	07/29/14	179272 CANON FINANCIAL SERVICES INC.	C
02	00395415	248.50	07/29/14	383635 CANTU, GERARDO	C
02	00395416	1,392.16	07/29/14	153915 CDW GOVERNMENT INC.	C
02	00395417	676.17	07/29/14	153915 CDW GOVERNMENT INC.	C
02	00395418	164.68	07/29/14	161128 CITY OF ALAMO	C
02	00395419	182.15	07/29/14	10197 CITY OF EDINBURG	C
02	00395420	59.07	07/29/14	6696 CITY OF PHARR	C
02	00395421	717.76	07/29/14	169447 CITY OF WESLACO	C
02	00395422	1,148.57	07/29/14	169447 CITY OF WESLACO	C
02	00395423	43.37	07/29/14	343285 COLUNGA, BLANCA A	C
02	00395424	22,507.95	07/29/14	276359 CORNELL CORRECTIONS OF TEXAS, INC.	C
02	00395425	228.48	07/29/14	349895 COSSIO, RUBEN	C
02	00395426	2,550.00	07/29/14	201065 DR RALPH H. JACKSON	C
02	00395427	390.00	07/29/14	396095 ENTERPRISE HOLDINGS, INC.	C
02	00395428	90.00	07/29/14	118435 ESCALANTE, JOSEFINA	C
02	00395429	37.86	07/29/14	343056 ESCAMILLA, SANDRA	C
02	00395430	185.16	07/29/14	289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
02	00395431	280.56	07/29/14	349887 GARCIA, ANGELICA	C

Bank	Check No	Amount	Date	Vendor	Type
02	00395432	270.48	07/29/14	313157 GARCIA, NORMA A.	C
02	00395433	2,710.47	07/29/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00395434	10,927.70	07/29/14	267066 GBB RENTAL	C
02	00395435	319.50	07/29/14	120014 GUERRERO, RICARDO	C
02	00395436	3,714.75	07/29/14	15253 GULF COAST PAPER CO.	C
02	00395437	13,303.88	07/29/14	227706 GULF COAST TRADES CENTER	C
02	00395438	610.00	07/29/14	416274 HINOJOSA, STEVEN	C
02	00395439	70.34	07/29/14	358134 HUERTA, ROSA H.	C
02	00395440	1,523.16	07/29/14	423327 HYATT LOUISIANA LLC	C
02	00395441	400.02	07/29/14	358762 HOLIDAY INN EXPRESS HOTEL SUITES CONROE	C
02	00395442	2,800.60	07/29/14	422770 JULCAR LLC	C
02	00395443	4,251.55	07/29/14	19941 KALIFA'S WESTERN WEAR, INC.	C
02	00395444	352.80	07/29/14	366323 KELLOGG, ANITA E.	C
02	00395445	92.96	07/29/14	421979 KELLOGG, DALILA	C
02	00395446	448.50	07/29/14	99155 KENT, MARK A.	C
02	00395447	226.24	07/29/14	388637 LOZANO, JO ANN	C
02	00395448	174.72	07/29/14	343471 MARMOLEJO, JOSE	C
02	00395449	203.84	07/29/14	364185 MARTINEZ, HECTOR	C
02	00395450	90.21	07/29/14	182346 VERIZON BUSINESS	C
02	00395451	28.39	07/29/14	314838 MILLER, MARGARITA	C
02	00395452	1,141.80	07/29/14	24996 MISSION AUTO ELECTRIC, INC.	C
02	00395453	288.00	07/29/14	414492 MOUNTAIN GLACIER, LLC	C
02	00395454	1,625.00	07/29/14	351547 NATIONAL WIC ASSOCIATION	C
02	00395455	23.00	07/29/14	260207 NOODLE SOUP, INC.	C
02	00395456	243.35	07/29/14	312231 OFFICE DEPOT, INC.	C
02	00395457	90.00	07/29/14	409383 PALACIOS, JEANETTE	C
02	00395458	29,622.00	07/29/14	212903 PEGASUS SCHOOLS, INC.	C
02	00395459	2,311.40	07/29/14	424927 RAMIREZ, JOSE I.	C
02	00395460	18,175.00	07/29/14	29815 RAMIREZ, RAMIRO R. PHD.	C
02	00395461	47.97	07/29/14	273325 RAMOS, ROSA IRENE	C
02	00395462	764.58	07/29/14	277223 RELIANT, DEPT 0954	C
02	00395463	7,377.30	07/29/14	202762 RICHARD A. GARZA	C
02	00395464	105.33	07/29/14	337927 RODRIGUEZ, MARIA O	C
02	00395465	3,825.00	07/29/14	349127 ROY E. CAIN, PHD	C
02	00395466	11.76	07/29/14	246425 SAENZ, SUZANA RAMOS	C
02	00395467	4,927.60	07/29/14	190845 SALINAS, LAURA	C
02	00395468	319.50	07/29/14	17701 SILVA, ISRAEL JR.	C
02	00395469	40.12	07/29/14	212253 SMITH, MARIA DEL ROSARIO	C
02	00395470	191.52	07/29/14	354775 SOLIS, MARIA DEL JESUS	C
02	00395471	57.79	07/29/14	338354 SOTO, DAISY	C
02	00395472	6,187.50	07/29/14	397806 SPI VENTURES, LLP	C
02	00395473	4,987.36	07/29/14	114243 SYSCO INC.	C
02	00395474	200.00	07/29/14	397725 TEXAS JUVENILE JUSTICE DEPARTMENT	C
02	00395475	678.55	07/29/14	251577 VERIZON SOUTHWEST, INC.	C
02	00395476	337.04	07/29/14	392251 WASTE CONNECTIONS OF TEXAS	C
02	00395477	101.84	07/29/14	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
02	00395478	76.74	07/29/14	323454 WATSON, MARIA AMANDA	C
02	00395479	319.50	07/29/14	32131 ZAPATA, ROMEO	C
02	00395480	7,514.94	07/29/14	343277 CITIBANK	C
02	00395481	32.46	07/29/14	343277 CITIBANK	C
02	00395482	465.70	07/29/14	275875 EAN HOLDINGS, LLC	C
02	00395483	40.00	07/29/14	341517 LOPEZ, NOE	C
02	00395484	45.00	07/29/14	312258 MUNOZ, DORA L.	C
02	00395485	1,050.00	07/29/14	198412 ACE COURT REPORTING SERVICE & DIGITAL	C
02	00395486	13,500.00	07/29/14	262641 AFFILIATED COMPUTER SERVICES	C

Bank	Check No	Amount	Date	Vendor		Type
02	00395487	767.76	07/29/14	401374	AIM MEDIA TEXAS OPERATING, LLC	C
02	00395488	10.95	07/29/14	416410	AIRGAS USA, LLC	C
02	00395489	134.40	07/29/14	399140	ALARM SECURITY GROUP LLC	C
02	00395490	657.40	07/29/14	314927	AMIGO BOLT & SUPPLY	C
02	00395491	1,079.28	07/29/14	1961	ANDERSON EQUIPMENT CO INC	C
02	00395492	85,429.87	07/29/14	302465	ARGUINDEGUI OIL CO II LTD	C
02	00395493	393.36	07/29/14	210595	ATOMIC ENERGY INDUSTRIAL LABORATORIES OF	C
02	00395494	1,377.30	07/29/14	337412	AUTOZONE	C
02	00395495	517.18	07/29/14	3816	BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
02	00395496	76.50	07/29/14	4057	BORDER ENGINE REBUILDERS & DIESEL SRVCS	C
02	00395497	854.44	07/29/14	4081	BORDERLAND HARDWARE OF MERCEDES, INC.	C
02	00395498	381.36	07/29/14	4537	BURTON AUTO SUPPLY, INC	C
02	00395499	148.60	07/29/14	4537	BURTON AUTO SUPPLY, INC.	C
02	00395500	173.45	07/29/14	179272	CANON FINANCIAL SERVICES INC.	C
02	00395501	211.56	07/29/14	300896	CC DISTRIBUTORS, INC.	C
02	00395502	821.62	07/29/14	153915	CDW GOVERNMENT INC.	C
02	00395503	224.37	07/29/14	6696	CITY OF PHARR	C
02	00395504	60.27	07/29/14	6696	CITY OF PHARR	C
02	00395505	1,468.00	07/29/14	299227	CROSS MATCH TECHNOLOGIES, INC.	C
02	00395506	6,255.09	07/29/14	178136	DELL MARKETING L.P.	C
02	00395507	66.50	07/29/14	86525	DELTA SPECIALTIES SUPPLY	C
02	00395508	661.00	07/29/14	86525	DELTA SPECIALTIES SUPPLY	C
02	00395509	37.79	07/29/14	228389	DIRECTV	C
02	00395510	279.00	07/29/14	324493	DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00395511	1,262.00	07/29/14	227153	SANTOY INVESTMENTS LLC	C
02	00395512	10,439.42	07/29/14	125717	FRONTERA MATERIALS, INC.	C
02	00395513	9.30	07/29/14	321826	G & K SERVICE INC.	C
02	00395514	1,800.00	07/29/14	241873	JAIME ROEL GARCIA	C
02	00395515	718.00	07/29/14	57622	GARZA, ALMA A. C.S.R.	C
02	00395516	406.64	07/29/14	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00395517	1,583.96	07/29/14	169242	GCR TIRE CENTER TDS	C
02	00395518	1,360.00	07/29/14	261335	GRAFIX SHOPPE	C
02	00395519	1,991.00	07/29/14	242101	H & V EQUIPMENT, INC.	C
02	00395520	445.55	07/29/14	94366	BD HOLT CO	C
02	00395521	911.66	07/29/14	405078	INDUSTRIAL DISTRIBUTION GROUP	C
02	00395522	350.67	07/29/14	309125	J & M HYDRAULICS	C
02	00395523	501.49	07/29/14	365521	KINLOCH EQUIPMENT & SUPPLY, INC.	C
02	00395524	1,550.00	07/29/14	424960	LIFETIME MATERIALS, LLC	C
02	00395525	772.96	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00395526	756.69	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00395527	1,090.78	07/29/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00395528	324.36	07/29/14	256951	MARTIN MARIETTA MATERIALS	C
02	00395529	775.00	07/29/14	24996	MISSION AUTO ELECTRIC, INC.	C
02	00395530	955.89	07/29/14	275506	MOBILE RELAYS PARTNERS, LTD.	C
02	00395531	200.53	07/29/14	414492	MOUNTAIN GLACIER, LLC	C
02	00395532	335.37	07/29/14	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
02	00395533	196.92	07/29/14	312231	OFFICE DEPOT	C
02	00395534	4,647.22	07/29/14	27987	PAVEMENT MARKINGS INC.	C
02	00395535	809.99	07/29/14	91987	PUEBLO TIRES LTD	C
02	00395536	67.56	07/29/14	277223	RELIANT, DEPT 0954	C
02	00395537	82.00	07/29/14	404470	ROBERTS, KATHRYN ELIZABETH	C
02	00395538	615.84	07/29/14	269123	RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00395539	136.05	07/29/14	93963	SAFETY-KLEEN SYSTEMS, INC.	C
02	00395540	245.42	07/29/14	42951	SOUTH TEXAS SUPPLY	C
02	00395541	360.80	07/29/14	35173	SPIKES MOTOR COMPANY	C

Bank	Check No	Amount	Date	Vendor	Type
02	00395542	111.83	07/29/14	319449 STAPLES ADVANTAGE	C
02	00395543	56,240.90	07/29/14	406210 STOPTECH, LTD.	C
02	00395544	38.40	07/29/14	288888 TEXAS GAS SERVICE	C
02	00395545	746.55	07/29/14	38873 TRUCKERS EQUIPMENT INC.	C
02	00395546	22.84	07/29/14	36927 UNIFIRST HOLDINGS, INC	C
02	00395547	821.03	07/29/14	287024 VERIZON WIRELESS	C
02	00395548	718.48	07/29/14	40991 W. W. GRAINGER INC.	C
02	00395549	240.63	07/29/14	179701 WESLACO FORD, LLP	C
02	00395550	727.18	07/29/14	42129 XEROX CORPORATION	C
02	00395551	187.48	07/29/14	42404 ZEE MEDICAL, INC.	C
02	00395552	824.82	07/29/14	125717 FRONTERA MATERIALS, INC	C
02	00395553	546.41	07/29/14	256951 MARTIN MARIETTA MATERIALS	C
02	00395554	95.54	07/29/14	423386 NCH CORPORATION	C
02	00395555	1,312.80	07/29/14	27987 PAVEMENT MARKINGS INC.	C
02	00395556	10,978.80	07/29/14	224278 WELLS FARGO BANK, N.A.	C
02	00395557	4,031.04	07/29/14	224278 WELLS FARGO BANK, N.A.	C
02	00395558	12,995.08	07/29/14	270113 ROY'S HAULING SERVICE, INC.	C
02	00395559	1,519.50	07/29/14	369756 TERRACON CONSULTANTS, INC.	C
Total Bank No 02		**540,433.33**			
04	00015663	2,925.00	07/29/14	421367 AAMECC LLC	C
04	00015664	2,504.00	07/29/14	420034 ARANDA, JAMES	C
04	00015665	30,000.00	07/29/14	169447 CITY OF WESLACO	C
04	00015666	57,000.00	07/29/14	418870 SYRBERUS, INC.	C
04	00015667	2,009.11	07/29/14	270563 CPL RETAIL ENERGY	C
04	00015668	3,536.36	07/29/14	300306 ERO INTERNATIONAL, LLP	C
04	00015669	243,865.01	07/29/14	402419 HOLCHEMONT, LTD	C
04	00015670	2,794.41	07/29/14	312797 L & G ENGINEERING LABORATORY, LLC	C
04	00015671	3,283.28	07/29/14	312797 L & G ENGINEERING LABORATORY, LLC	C
04	00015672	450.00	07/29/14	100102 LEONEL GARZA, JR. & ASSOCIATES LLC	C
04	00015673	2,508.44	07/29/14	249351 LUMATEC LIGHTING SERVICE	C
04	00015674	277.20	07/29/14	423386 NCH CORPORATION	C
04	00015675	11,672.40	07/29/14	224278 WELLS FARGO BANK, N.A.	C
04	00015676	6,617.99	07/29/14	363308 VALLEY LAND TITLE COMPANY LTD	C
Total Bank No 04		**369,443.20**			
05	00023678	1,285.00	07/25/14	7498 COUNTY & MUNICIPAL CREDIT UNION	C
05	00023679	52.00	07/25/14	157228 HIDALGO CO. UNITED WAY	C
05	00023680	1,152.50	07/25/14	419141 AIR EVAC EMS, INC.	C
05	00023681	203.53	07/25/14	285269 DEPT. OF CHILD SUPPORT SERVICES	C
05	00023682	437.92	07/25/14	423173 ECMC	C
05	00023683	4.00	07/25/14	262838 HIDALGO CO ADULT PROB OFFICER'S ASSN	C
05	00023684	698.52	07/25/14	220566 MICHIGAN STATE DISBURSEMENT UNIT	C
05	00023685	522.05	07/25/14	335975 MID ATLANTIC CAPITAL CORPORATION	C
05	00023686	216.00	07/25/14	420212 NEW JERSEY FAMILY SUPPORT PAYMENT CTR	C
05	00023687	52.75	07/25/14	349453 PRE-PAID LEGAL SERVICES, INC	C
05	00023688	3,860.32	07/25/14	349453 PRE-PAID LEGAL SERVICES, INC	C
05	00023689	986.28	07/25/14	336653 SERVICE EMPLOYEES INTERNATIONAL UNION	C
05	00023690	42.00	07/25/14	191167 SOUTH TEXAS COLLEGE	C
05	00023691	65.67	07/25/14	201324 U.S. DEPARTMENT OF EDUCATION	C
05	00023692	88.18	07/25/14	201324 U.S. DEPARTMENT OF EDUCATION	C
05	00023693	61.16	07/25/14	406376 UNITED STUDENT AID FUNDS, INC.	C
05	00023694	13,524.43	07/25/14	158275 BOUDLOCHE, CINDY	C
05	00023695	2,355.00	07/25/14	252123 COMBINED LAW ENFORCEMENT ASSOC OF TEXAS	C
05	00023696	26,857.79	07/25/14	7498 COUNTY & MUNICIPAL CREDIT UNION	C
05	00023697	915.00	07/25/14	262838 HIDALGO CO ADULT PROB OFFICER'S ASSN	C

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
05	00023698	1,313.50	07/25/14	157228 HIDALGO CO. UNITED WAY	C
05	00023699	312.00	07/25/14	261394 HIDALGO COUNTY SHERIFF LAW ENFORCE ASSOC	C
05	00023700	3,762.00	07/25/14	282944 HIDALGO COUNTY SHERIFF'S ASSOCIATION	C
05	00023701	1,102.37	07/25/14	167479 TEXAS GUARANTEED STUDENT LOAN CORPORATIO	C
Total Bank No 05		**59,869.97**			
07	00005931	4,000.00	07/29/14	289485 ALAMO INSURANCE GROUP, INC.	C
07	00005932	250,607.72	07/29/14	354295 HEALTH CARE SERVICE CORPORATION	C
07	00005933	14.00	07/29/14	414492 MOUNTAIN GLACIER, LLC	C
Total Bank No 07		**254,621.72**			
15	00029448	5,530.35	07/29/14	370029 ADVOCACY RESOURCE CENTER FOR HOUSING	C
15	00029449	1,371.86	07/29/14	401374 AIM MEDIA TEXAS OPERATING, LLC	C
15	00029450	5,000.00	07/29/14	189324 BURTON MCCUMBER & CORTEZ, LLP	C
15	00029451	17,780.00	07/29/14	416495 CARRISALES, RAYMUNDO	C
15	00029452	259.50	07/29/14	343277 CITIBANK	C
15	00029453	6.29	07/29/14	11908 FEDEX	C
15	00029454	45,178.52	07/29/14	125717 FRONTERA MATERIALS, INC	C
15	00029455	2,612.00	07/29/14	272566 HIDALGO COUNTY CLERK'S OFFICE	C
15	00029456	266.62	07/29/14	256951 MARTIN MARIETTA MATERIALS	C
15	00029457	49.28	07/29/14	344494 MONTOYA, IRENE	C
15	00029458	1,545.00	07/29/14	344303 NATIONAL COMMUNITY DEVELOPMENT ASSOC	C
15	00029459	210.00	07/29/14	344478 PITNEY BOWES INC.	C
15	00029460	74,359.54	07/29/14	343714 PROYECTO AZTECA	C
15	00029461	89.58	07/29/14	344184 SAN ANTONIO RETAIL MERCHANTS ASSOCIATION	C
15	00029462	12,950.68	07/29/14	344427 THE SALVATION ARMY-MCALLEN	C
15	00029463	1,484.33	07/29/14	169498 URBAN COUNTY PROGRAM	C
15	00029464	2,108.17	07/29/14	363308 VALLEY LAND TITLE COMPANY LTD	C
15	00029465	4,857.84	07/29/14	41998 WOMEN TOGETHER FOUNDATION INC.	C
15	00029466	76,667.20	07/29/14	168602 LONE STAR NATIONAL BANK	C
Total Bank No 15		**252,326.76**			

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	2,265,449.90
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**2,265,449.90**

Batch Yr	Batch No	Amount
14	002529	5,470.00
14	002530	26,790.00
14	002531	17,120.00
14	002532	17,655.00
14	002533	12,322.50
14	002534	10,047.50
14	002535	335,286.49
14	002538	48,769.65
14	002539	34,461.92
14	002541	542.64
14	002542	71,641.70
14	002543	404,190.40
14	002548	133,837.51
14	002549	126,797.02
14	002551	50,142.09
14	002552	68,801.42
14	002555	1,337.00

Bank	Check No	Amount	Date	Vendor			Type
					14	**002556**	**132,001.76**
					14	**002560**	**10,275.98**
					14	**002569**	**287,677.14**
					14	**002570**	**2,858.33**
					14	**002573**	**27,478.01**
					14	**002574**	**38,680.98**
					14	**002578**	**19,101.16**
					14	**002592**	**8,390.88**
					14	**002597**	**1,800.00**
					14	**002602**	**175,659.56**
					14	**002603**	**841.02**
					14	**002604**	**76,314.60**
					14	**002612**	**11,540.44**
					14	**002621**	**76,667.20**
					14	**002628**	**30,950.00**

AI-45703 **2014 Intradept. (line item) Transfer 2. A.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COUNTY JUDGE

Information

CAPTION

2014 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-00-110-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-25-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/25/2014 03:21 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: SANDRA DELEON Started On: 07/25/2014 03:18 PM

Final Approval Date: 07/25/2014

DATE: July 25, 2014

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 4-1100-413-00-110-006-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
550	Printing & Binding	581	Travel - In county	300.00
584	Registration fees	583	Travel - Out of County	300.00
			TOTAL	600.00

REASON: Transfer needed for year expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-45688 **2014 Intradept. (line item) Transfer** **2. B.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Judge Homer Garza, Probate Court

Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 - Probate Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-023-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-25-14.

Attachments

revised 7-25-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/25/2014 09:07 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Ana Galvan Started On: 07/24/2014 04:58 PM

Final Approval Date: 07/25/2014

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: July 24, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management for Probate Court

ACCOUNT NUMBER: 4-1100-412-00-023-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
583	Travel Out of County	661	Minor Office Furniture & Equipment	$ 700.00
584	Registration Fees	665	Minor Computer Equipment	$ 600.00
			TOTAL	**$ 1,300.00**

REASON: Funds are needed to purchase a printer/scan/fax/copier and to install/drop new cable for computers in Courtroom.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-45687 **2014 Intradept. (line item) Transfer 2. C.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2014 - HIDTA (1251)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1251-412-00-270-011-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/25/14.

Attachments

Transfer#1

Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/25/2014 09:08 AM
Obdett Calzada	Obdett Calzada	07/25/2014 04:28 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Nelda Olivarez Started On: 07/24/2014 04:36 PM

Final Approval Date: 07/25/2014

DATE: July 23, 2014

Transfer Number: 1

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: Hidalgo County HIDTA Task Force / Grant Funds

ACCOUNT NUMBER: 4-1251-412-00-270-011-0-XXX (Chapter 59)

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	***ACCOUNT NAME***	***ACCOUNT NO.(S)***	***ACCOUNT NAME***	***AMOUNT***
4-1251-412-00-270-011-0 **113**	REG F/T EMPLOYEE	4-1251-412-00-270-011-0 **230**	RETIREMENT	**3,000.00**
TOTAL				**$ 3,000.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

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

7/23/2014
DATE

Attest County Clerk

__/__/__
DATE

Budget Officer

__/__/__
DATE

Approved Commissioners' Court

__/__/__
DATE

HIDTA Chapter 59

Salaries Analysis Worksheet

as of 7/25/2014

Acct No: 4-1251-412-00-270-011-0-XXX

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Regular Full-Time	$892.31	12.3	$10,975.41	$27,507.66	$16,532.25
TOTAL		$892.31	-	$10,975.41	$27,507.66	$16,532.25

*Expenditures based on **actual** not budgeted.

AI-45659 **2014 Intradept. (line item) Transfer 2. D.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: 139th DC Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 - 139th DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100412-00-003-001-0-XXX

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

BUDGETARY IMPACT:

Funds from lapsed salaries available as of 07-22-14. See attached salary analysis for funding source and availability of funds.

Attachments

TRANSFER

Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 04:11 PM
Obdett Calzada	Obdett Calzada	07/25/2014 09:46 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Rosie Cantu Started On: 07/23/2014 02:08 PM

Final Approval Date: 07/25/2014

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: July 23, 2014

2014
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for the 139th DC

ACCOUNT NUMBER: 4-1100-412-00-003-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
116	INTERPRETER PAY	113	REG F/T EMPLOYEES	4.17
116	INTERPRETER PAY	118	AUTO ALLOWANCE	0.04
116	INTERPRETER PAY	212	LIFE INSURANCE	50.62
116	INTERPRETER PAY	583	TRAVEL OUT OF COUNTY	300.00
115	LONGEVITY	583	TRAVEL OUT OF COUNTY	1,000.00
211	HEALTH INSURANCE	583	TRAVEL OUT OF COUNTY	700.00
220	FICA	583	TRAVEL OUT OF COUNTY	500.00
220	FICA	630	FOOD	900.00
230	RETIREMENT	630	FOOD	600.00
230	RETIREMENT	890	OTHER	690.81
			TOTAL	**$ 4,745.64**

REASON: FUNDS FROM LAPSED SALARIES NEEDED TO COVER FOR THE COST OF VARIOUS PROJECTED EXPENSES; AND TO COVER PROJECTED DEFICITS IN REG FULL TIME, AUTO ALLOWANCE AND LIFE INSURANCE OBJECT CODES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

139th DC

Salaries Analysis Worksheet

AS OF 07/22/2014

Acct No: 4-1100-412-00-003-001-0

Object Code	Acct. Description	2014 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular F/Time	244,498.00	9,403.77	12.3	115,666.37	115,662.20	**(4.17)**
115	Longevity	2,880.00	120.00	10.3	1,236.00	2,247.62	**1,011.62**
116	Interpreter	6,000.00	230.77	12.3	2,838.47	3,244.46	**405.99**
118	Auto Allow.- Regular F/Time	0.00	0.00	12.3	0.00		
	Auto Allow.- Elected Official	*10,373.00*	*432.21*	*11.0*	*4,754.31*	*4,754.27*	***(0.04)***
211	Health Ins.- Regular F/Time	22,512.00	938.00	10.3	9,661.40		
	Health Ins.- Elected Official	*5,628.00*	*234.50*	*11.0*	*2,579.50*	*12,979.50*	***738.60***
212	Life Ins.- Regular F/Time	152.00	12.67	5.0	63.35		
	Life Ins.- Elected Official	*38.00*	*3.17*	*5.0*	*15.85*	*28.58*	***(50.62)***
220	FICA- Regular F/Time	19,383.00	745.50	12.3	9,169.65		
	FICA- Elected Official	*2,171.00*	*90.46*	*11.0*	*995.06*	*11,586.85*	***1,422.14***
230	Retirement- Regular F/Time	27,593.00	1,061.27	12.3	13,053.62		
	Retirement- Elected Official	*3,090.00*	*128.75*	*11.0*	*1,416.25*	*16,002.71*	***1,532.84***
TOTAL		**344,318.00**	**13,401.07**	**-**	**161,449.83**	**166,506.19**	**5,056.36**

AI-45679 **2014 Intradept. (line item) Transfer** **2. E.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Facilities Management

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-419-40-220-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/24/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/24/2014 11:10 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Glinda Pacheco Started On: 07/24/2014 10:43 AM

Final Approval Date: 07/25/2014

DATE: July 28, 2014

2014
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Facilities Management

ACCOUNT NUMBER: 4-1100-419-40-220-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	BLDG&OTHR STRUC R&M SRV	339	OTHER PROF SRV	5,000.00
			TOTAL	5,000.00

REASON:
Intradepartmental transfer needed to cover Work Auth#1 from RABA Kistner for the Constable Pct.1 building (block study).

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45665 **2014 Intradept. (line item) Transfer 2. F.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-24-14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 04:26 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Katia Garcia Started On: 07/23/2014 03:13 PM

Final Approval Date: 07/25/2014

DATE: July 23, 2014

2014
Transfer

AI-45665

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Rd. Maintenance

ACCOUNT NUMBER: 4-1200-431-00-121-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
343	LAUNDRY & DRY CLEANING	673	R&B R&M SUPPLIES	$349.70
413	ELEC SURVEILL & SECURITY	673	R&B R&M SUPPLIES	$25.59
425	PEST CONTROL	673	R&B R&M SUPPLIES	$68.00
431	BLDG & OTHR STRUC R&M SRV	673	R&B R&M SUPPLIES	$100.00
442	EQUI & VEH RENTALS	673	R&B R&M SUPPLIES	$475.55
540	ADVERTISING	673	R&B R&M SUPPLIES	$1,592.29
604	MEDICAL & LAB SUPPLIES	673	R&B R&M SUPPLIES	$662.30
607	HSEHLD & JANITORIAL SUPPLIES	673	R&B R&M SUPPLIES	18.34
619	OTHER MISC SUPPLIES	673	R&B R&M SUPPLIES	500.00
623	BOTTLED GAS	673	R&B R&M SUPPLIES	11.49
631	BOTTLED WATER	673	R&B R&M SUPPLIES	500.00
671	BLDG & OTHR STRUC R&M SUPPLIES	673	R&B R&M SUPPLIES	121.37
748	OTHER EQUIPMENT	673	R&B R&M SUPPLIES	353.80
890	OTHER	673	R&B R&M SUPPLIES	141.65
			TOTAL	**$4,920.08**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-45648 **2014 Intradept. (line item) Transfer** **2. G.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 Admin (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-24-14.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 11:48 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Katia Garcia Started On: 07/23/2014 10:30 AM

Final Approval Date: 07/25/2014

DATE: July 23, 2014

2014
Transfer

AI-45648

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Administration

ACCOUNT NUMBER: 4-1200-431-00-121-004-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
609	AGRI & LANDSCAPING SUPPLIES	604	MEDICAL & LAB SUPPLIES	$430.00
609	AGRI & LANDSCAPING SUPPLIES	431	BDG&OTHER STRUC R&M SRV	$200.00

AI-45646 **2014 Intradept. (line item) Transfer** **2. H.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct.#1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-121-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-24-14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 11:37 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Katia Garcia Started On: 07/23/2014 09:47 AM

Final Approval Date: 07/25/2014

DATE: July 23, 2014

2014
Transfer

AI-45646

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Sanitation

ACCOUNT NUMBER: 4-1100-432-00-121-001-0-xxx

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
350	OTHER SERVICES	604	MEDICAL & LAB SUPPLIES	$40.00
			TOTAL	$40.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-45643 **2014 Intradept. (line item) Transfer 2. I.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-121-013-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-24-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 11:40 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Katia Garcia Started On: 07/23/2014 09:01 AM

Final Approval Date: 07/25/2014

DATE: July 23, 2014

2014
Transfer

AI-45643

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1
Parks

ACCOUNT NUMBER: 4-1100-452-00-121-013-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
739	OTHER STRUCTURES	604	MEDICAL & LAB SUPPL	$8.80
			TOTAL	$8.80

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-45478 **2014 Intradept. (line item) Transfer 2. J.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 Admin (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-18-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/17/2014 11:39 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Katia Garcia Started On: 07/11/2014 11:11 AM

Final Approval Date: 07/25/2014

DATE: July 16, 2014

2014
Transfer

AI-45478

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Administration

ACCOUNT NUMBER: 4-1200-431-00-121-004-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
609	AGRI & LANDSCAPING SUPPLIES	550	PRINTING & BINDING	$1,000.00
			TOTAL	$1,000.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-45670 **2014 Intradept. (line item) Transfer 2. K.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct. #2 Road Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-24-14.

Attachments

lit

Uniform Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 04:23 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Angela Garcia Started On: 07/23/2014 04:05 PM

Final Approval Date: 07/25/2014

INTRADEPARTMENTAL TRANSFER

DATE: July 23, 2014

DEPARTMENT HEAD: COMM. HECTOR PALACIOS

DEPARTMENT NAME: Pct. 2 Road Maintenance

ACCOUNT NUMBER: 4-1200-431-00-122-006-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	OTHER	605	CLOTHING & UNIFORMS	$760.00
			TOTAL	$760.00

REASON: TO PAY FEES FOR LOST UNIFORMS

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

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

3. PURPOSE

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

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

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

4. GENERAL GUIDELINES

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

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

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

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

5. UNIFORM ISSUANCE

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

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

6. APPEARANCE IN UNIFORM

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

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

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

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

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

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

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

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

8. CASUAL ATTIRE

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

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

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

9. UNACCEPTABLE CASUAL ATTIRE

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

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

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

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

E. If you are assigned to go to a class, seminar or training and

F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

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

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

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

10. IMPROPER UNIFORM WEAR PROHIBITED

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

12. TERMINATION OF EMPLOYMENT

A. When an employee terminates with the County or is transferred into a position of

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

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

13. POLICY VIOLATION AND REVISION

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

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

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

AI-45638 **2014 Intradept. (line item) Transfer 2. L.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #3

Information

CAPTION

2014 - Pct #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-123-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-25-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 02:16 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Norma Ceballos Started On: 07/22/2014 03:29 PM

Final Approval Date: 07/25/2014

INTRA-DEPARTMENTAL TRANSFER

DATE: July 22, 2014

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 4-1100-432-00-123-001-0

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
673	Pct #3 Sanitation - R&B R&M Supplies	672	Pct #3 Sanitation-Equip & Veh. R&M Supplies	$ 2,600.00
664	Pct #3 Sanitation - Other Minor Equipment	672	Pct #3 Sanitation-Equip & Veh. R&M Supplies	$ 2,700.00
679	Pct #3 Sanitation - Other R&M Supplies	672	Pct #3 Sanitation-Equip & Veh. R&M Supplies	$ 1,000.00
671	Pct #3 Sanitation - Bldg & Other Struc. R&M Supplies	672	Pct #3 Sanitation-Equip & Veh. R&M Supplies	$ 1,700.00
619	Pct #3 Sanitation - Other Misc. Supplies	601	Pct #3 Sanitation-Office & Computer Supplies	$ 400.00
			TOTAL	**$ 8,400.00**

REASON: To cover expected daily operations expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45653 **2014 Intradept. (line item) Transfer 2. M.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2014 - General Litigation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-30-125-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-24-14.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 01:27 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Monica Badillo Started On: 07/23/2014 12:06 PM

Final Approval Date: 07/25/2014

DATE: July 23, 2014

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: GENERAL LITIGATION

ACCOUNT NUMBER: 4-1100-415-30-125-006-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
820	Claims/Judgments not cov. by ins.	525	Claims/judgments cov. by ins.	25,000.00
333	Legal Services	525	Claims/judgments cov. by ins.	50,000.00
			TOTAL	75,000.00

REASON: To fund accounts for settlements approved by court and future settlements.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-45605 **2014 Intradept. (line item) Transfer** **2. N.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Yvonne Ramon Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2014 - Elections (1283)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1283-414-00-130-016-8-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-23-14.

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 03:59 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Melanie Esparza Started On: 07/18/2014 03:47 PM

Final Approval Date: 07/25/2014

AI-45524 **2014 Intradept. (line item) Transfer 2. O.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: ELECTIONS DEPT.

Information

CAPTION

2014 - Elections (1100)

BACKGROUND

Elections LIT

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-414-00-130-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-18-14.

Attachments

lit715

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/15/2014 03:08 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Rosie Diaz Started On: 07/15/2014 10:58 AM

Final Approval Date: 07/25/2014

DATE: July 15, 2014

2014
Transfer

AI-45524

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 4-1100-414-00-130-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Elections Dept- Off & Comp. Supplies	743	Elections Dept- Office Furn & Equip	$150.56
			TOTAL	$150.56

REASON:

To pay Staples

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

7-16-14
* Charges approved by Rosie Diaz of Elections.

AI-45671 **2014 Intradept. (line item) Transfer 2. P.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Robert Leal, J.P. 4, 2

Department: J.P. 4, 2

Information

CAPTION

2014 - JP Pct. 4, Pl. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-068-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-24-14.

Attachments

Line_Item_Transfer 2014 Travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 04:28 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Robert Leal Started On: 07/23/2014 04:23 PM

Final Approval Date: 07/25/2014

DATE: July 28, 2014

DEPARTMENT HEAD: Homero Jasso

DEPARTMENT NAME: Justice of the Peace Homero Jasso

ACCOUNT NUMBER: 4-1100-412-00-068-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
442	Equip and Vehicle Rentals	583	Travel Out of County	$130.00
			TOTAL	130.00

REASON: The line item transfer requested is for Judge Homer Jasso to Attend A 1-day Training Seminar on 08/25/2014 hosted by the Justice Court Training Center.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-45557 **2014 Intradept. (line item) Transfer 2. Q.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Constable Celestino Avila Jr

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

Department: CONSTABLE PCT. #1

Information

CAPTION

2014 - Constable Pct. #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-291-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 7-18-14.

Attachments

transfer

uniform policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/17/2014 11:56 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Raul Lozano Jr. Started On: 07/17/2014 11:32 AM

Final Approval Date: 07/25/2014

DATE: July 22, 2014

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: ***4-1100-421-00-291-001-0-xxx***

Contact person: Joe F. Espinosa Ph: 956-447-3775

SUBJECT: Budget Line–Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM:			**TO:**		
OBJECT CODE	**OBJECT NAME**	→	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
607	Household & Janitorial Supplies	→	342	Information & Credit Ser	147.82
529	Surety & Notary Bonds	→	342	Information & Credit Ser	144.50
604	Medical & Lab Supplies	→	342	Information & Credit Ser	98.82
432	R & M Service-Equip & Veh	→	342	Information & Credit Ser	105.08
613	Safety Supplies	→	605	Clothing & Uniforms	345.42
613	Safety Supplies	→	601	Office & Computer Sup.	201.70
		→			
		→			
		→			
		TOTAL			**$ 1,043.34**

REASON(s): To cover upcoming expenses for Lexis/Nexis, uniforms, and office supplies
.

Joe Espinosa Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

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

COUNTY AUDITOR'S FORM: SFA-CA-017

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

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

3. PURPOSE

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

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

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

4. GENERAL GUIDELINES

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

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

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

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

5. UNIFORM ISSUANCE

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

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

6. APPEARANCE IN UNIFORM

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

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

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

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

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

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

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

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

8. CASUAL ATTIRE

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

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

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

9. UNACCEPTABLE CASUAL ATTIRE

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

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

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

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

E. If you are assigned to go to a class, seminar or training and

F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

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

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

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

10. IMPROPER UNIFORM WEAR PROHIBITED

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

12. TERMINATION OF EMPLOYMENT

A. When an employee terminates with the County or is transferred into a position of

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

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

13. POLICY VIOLATION AND REVISION

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

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

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

AI-45529 **2014 Intradept. (line item) Transfer 2. R.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Raquel Ramos,
CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2014 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-293-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-18-14.

Attachments

LIT 7-22-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 01:26 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Raquel Ramos Started On: 07/16/2014 08:31 AM

Final Approval Date: 07/25/2014

DATE: July 28, 2014

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 4-1100-421-00-293-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
668	POLICE WEAPONS & VESTS	342	INFO & CREDIT SERVICES	$ 800.00
			TOTAL	$ 800.00

REASON: FOR SEPT-DEC LEXIS NEXIS SOFTWARE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-45531 **2014 Intradept. (line item) Transfer 2. S.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Raquel Ramos,
CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2014 - Constable Pct. 3 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1284-421-00-293-047-5-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/18/2014.

Attachments

LIT 7-22-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 01:53 PM
Obdett Calzada	Obdett Calzada	07/18/2014 11:08 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Raquel Ramos Started On: 07/16/2014 08:33 AM

Final Approval Date: 07/25/2014

DATE: July 28, 2014

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
220	CONST. PCT 3 OPSG - FICA	230	CONST. PCT 3 OPSG -RETIREMENT	$ 29.81
220	CONST. PCT 3 OPSG - FICA	250	CONST. PCT 3 OPSG - UNEMPLOY.	$ 2.61
220	CONST. PCT 3 OPSG - FICA	260	CONST. PCT 3 -WRKS COMP	$ 7.19
			TOTAL	$ 39.61

REASON: TO COVER NEGATIVE BALANCES PENDING IN ACCOUNTS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-45650 **2014 Intradept. (line item) Transfer 2. T.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-444-00-240-001-0-xxx

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

BUDGETARY IMPACT:

Available funds as of 7/24/14.

601 - -> 583 = $781.40
601 - -> 584 = $210.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 01:24 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Perla Lopez Started On: 07/23/2014 11:22 AM

Final Approval Date: 07/25/2014

DATE: July 29, 2014

2014
Transfer

DEPARTMENT HEAD: Dairen Sarmiento

DEPARTMENT NAME: Human Services (1100)

ACCOUNT NUMBER: 4-1100-444-00-240-001-0-XXX

AI - 45650

Contact Person: Perla Lopez **Ph#:** 956-318-2011 ext. 7367

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Office & Computer Suppl	583	Out of County Travel	781.40
601	Office & Computer Suppl	584	Registration Fees	210.00
			TOTAL:	**991.40**

REASON:
Intradepartmental Transfer to fund travel expenses for 2 employees to attend the TIHCA Conference in Austin October 8-10, 2014.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45526 **2014 Intradept. (line item) Transfer 2. U.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / Immunization (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1293-441-00-340-012-4-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Sal Proj

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/15/2014 03:11 PM
Obdett Calzada	Debbie Tamez	07/16/2014 09:39 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Mike Escaname Started On: 07/15/2014 11:25 AM

Final Approval Date: 07/25/2014

Date: July 15, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 4-1293-441-00-340-012-4-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
4-1293-441-00-340-012-4-113	IMM DIV LOCAL-REG F/T EMPLOYEES	4-1293-441-00-340-012-4-601	IMM DIV LOCAL-OFFICE & COMPUTER SUPPLIES	$ 5,000.00
4-1293-441-00-340-012-4-211	IMM DIV LOCAL-HEALTH INSURANCE	4-1293-441-00-340-012-4-601	IMM DIV LOCAL-OFFICE & COMPUTER SUPPLIES	$ 5,000.00
4-1293-441-00-340-012-4-230	IMM DIV LOCAL-RETIREMENT	4-1293-441-00-340-012-4-581	IMM DIV LOCAL-TRAVEL IN COUNTY	$ 500.00
4-1293-441-00-340-012-4-540	IMM DIV LOCAL-ADVERTISING	4-1293-441-00-340-012-4-605	IMM DIV LOCAL-CLOTHING & UNIFORMS	$ 550.00
			Amount	$ 11,050.00

Revenue Account
Amount Requested: $ 11,050.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

IMMUNIZATION FY 14

GRANT ENDING 08/31/2014

Projection of Salaries and Fringes for the remainder of the IMMUNIZATION FY 14 period ending 08/31/14

		** COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 7/15/2014	ANTICIPATED SURPLUS (DEFICIT)
Salaries-F/T	113	$ 18,327.23	4.5	$ 82,472.54	$ 93,457.72	$ 10,985.18
Health Insurance	211	$ 3,418.09	4.5	$ 15,381.41	$ 22,508.14	$ 7,126.74
Life Insurance *	212	$ 45.61	3.5	$ 159.64	$ 256.30	$ 96.67
Fica	220	$ 1,402.03	4.5	$ 6,309.15	$ 9,027.89	$ 2,718.74
Retirement	230	$ 1,995.84	4.5	$ 8,981.26	$ 11,996.32	$ 3,015.06
Unemployment Comp.	250	$ 110.26	4.5	$ 496.17	$ 1,332.89	$ 836.72
Worker's Comp	260	$ 140.30	4.5	$ 631.35	$ 1,107.47	$ 476.12
		$ 25,439.36		**$ 114,431.51**	**$ 139,686.73**	**$ 25,255.22**

* Life Insurance is paid once per month.

Pay Periods Remaining at 07/15/14:	Work Period Covered		Pay Date	
1 pp 15	6/30/2014	7/13/2014	7/25/2014	
2 pp 16	7/14/2014	7/27/2014	8/8/2014	
3 pp 17	7/28/2014	8/10/2014	8/22/2014	
4 pp 18	8/11/2014	8/24/2014	9/5/2014	
pp 19	8/25/2014	8/29/2014	9/19/2014	5 DAYS ONL

Note: Slot #0017 is vacant and not expected to be filled through 08/31/14.
Considering slot #0017 wages in "Cost per Pay Period" (517,788.00 - 41,280.00 = $476,508.00)

Prepared by Mike Escaname
Health Human Services Dept.
07/15/14

Y

Prepared by Mike Escaname
Health Human Services Dept.
07/15/14

AI-45549 **2014 Intradept. (line item) Transfer 2. V.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Dept. / Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-24-14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/16/2014 03:13 PM
Budget & Management	Debbie Tamez	07/18/2014 09:49 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Virginia Rodriguez Started On: 07/16/2014 02:45 PM

Final Approval Date: 07/25/2014

DATE: 7/24/2014

DEPARTMENT HEAD: SHERIFF J.E. "EDDIE" GUERRA

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 4-1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
4-1100-423-21-280-002-0-	630 - FOOD	→	4-1100-423-21-280-002-0-	432 - R&M SERVICES-EQUIPMENT & VEHICLES	$ 9,000.00
4-1100-423-21-280-002-0-	432 - R&M SERVICES-EQUIPMENT & VEHICLES	→	4-1100-423-21-280-002-0-	439 - R&M SERVICES-OTHER	$ 700.00
		TOTAL			$9,700.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR ANY MAINTENANCE AND REPAIRS TO EQUIPMENT AT THE JAIL FACILITY AND FOR A PURCHASE ORDER RECLASSIFICATION.

DEPARTMENT HEAD SIGNATURE

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

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

AI-45692 **2014 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 1 Whalen Rd (Old 83-Moore Rd)(1200):
Approval of 2014 interdepartmental transfer from Pct 2 Whalen Rd(Old 83-Moore Rd)into Pct 1 Whalen Rd (Old 83-Moore Rd) Project in the amount of $21,641.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-12X-XXX-0-731

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

BUDGETARY IMPACT:

Funds available as of 7/25/14.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/25/2014 04:58 PM
Budget & Management	Debbie Tamez	07/25/2014 04:59 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Erika Zamora Started On: 07/25/2014 09:49 AM

Final Approval Date: 07/25/2014

DATE: July 29, 2014

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No. 1 - Whalen Rd (Old 83-Moore Rd)

ACCOUNT NUMBER: 4-1200-431-00-12X-XXX-0-731

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

2014
Interdepartmental Transfer

AI # 45692

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
4-1200-431-00-122-098-0- 731	Pct 2 Whalen Rd (Old 83-Moore Rd)	Roads	(21,641.00)
TO:			
4-1200-431-00-121-115-0- 731	Pct 1 Whalen Rd (Old 83-Moore Rd)	Roads	21,641.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To transfer funding being provided by Precinct 2 to Precinct 1 account for Whalen Road Improvements, in order for Precinct 1 to process invoices.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-45680 **2014 Interdepartmental Transfers 3. B.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

Pct.1 R&B (1200):
Approval of 2014 interdepartmental transfer within R&B Fund 1200 from program (004) to program (005) in the amount of $9,900.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-004-0-609

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

BUDGETARY IMPACT:

Funds available as of 7/25/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/24/2014 02:11 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Katia Garcia Started On: 07/24/2014 01:37 PM

Final Approval Date: 07/25/2014

DATE: July 24, 2014

2014
TRANSFER
AI-45680

DEPARTMENT HEAD: Commissioner A.C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1 R&B

ACCOUNT NUMBER: 4-1200-431-00-121-XXX-0-XXX

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

Contact: Katia Garcia
Ph#: 956-968-8733 Ext. 1022

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
4-1200-431-00-121-004-0-609	PCT1 ADM-AGRI & LANDSCAPING SUPPLIES	($9,900.00)
TO		
4-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	$9,900.00
	TOTAL BUDGET INCREASE (DECREASE)	**$0.00**

REASON:
Transfer from PCT1 ADMIN into PCT1 RD MAINT to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-45628 **2014 Interdepartmental Transfers 3. C.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

Pct.1 R&B (1200):
Approval of 2014 interdepartmental transfer within R&B Fund 1200 from program (052) to program (004) in the amount of $2,024.01.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/24/14.

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 02:34 PM
Glinda Pacheco	Glinda Pacheco	07/24/2014 01:36 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Katia Garcia Started On: 07/21/2014 04:09 PM

Final Approval Date: 07/25/2014

DATE: July 21, 2014

2014
TRANSFER
AI-45628

DEPARTMENT HEAD: Commissioner A.C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1
R&B

ACCOUNT NUMBER: 4-1200-431-00-121-XXX-0-XXX

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

Contact: Katia Garcia
Ph#: 956-968-8733 Ext. 1022

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
4-1200-431-00-121-052-0-890	PCT1 DRAIN IMPRV PRJ-OTHER	($2,024.01)
TO		
4-1200-431-00-121-004-0-336	PCT1 ADM-COMPUTER SERVICES	$2,024.01
	TOTAL BUDGET INCREASE (DECREASE)	**$0.00**

REASON:
Transfer from PCT1 DRAIN IMPRV PRJ into PCT1 ADM to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-45708 **2014 Interdepartmental Transfers 3. D.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Rd Maint (1200): Approval of 2014 interdepartmental transfer from Various Pct 2 Projects into Pct 2 Rd Maint in the amount of $103,452.55.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/25/14.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/25/2014 05:20 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Erika Zamora Started On: 07/25/2014 04:14 PM

Final Approval Date: 07/25/2014

DATE: July 29, 2014

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No. Rd Maintenance

ACCOUNT NUMBER: 4-1200-431-00-122-0XX-X-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

2014
Interdepartmental Transfer

AI #45708

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
4-1200-431-00-122-065-0- 711	Pct 2 Minnesota Rd(N I Rd-Maya Dr)	ROW	(6,000.00)
4-1200-431-00-122-066-0- 731	Pct 2 Rancho Blanco(Tower-Border)	Roads	(20,356.84)
4-1200-431-00-122-083-0- 711	Pct 2 Thomas Rd(McColl-Jackson)	ROW	(2,329.00)
4-1200-431-00-122-083-0- 731	Pct 2 Thomas Rd(McColl-Jackson)	Roads	(33,278.59)
4-1200-431-00-122-084-0- 731	Pct 2 Minnesota Rd(I Rd W-Huisache)	Roads	(2,285.53)
4-1200-431-00-122-084-0- 841	Pct 2 Minnesota Rd(I Rd W-Huisache)	Aid to Govt Agency	(4,640.29)
4-1200-431-00-122-087-0- 841	Pct 2 McColl Rd(Dicker-Anaya)	Aid to Govt Agency	(3,736.92)
4-1200-431-00-122-088-0- 731	Pct 2 S Tower Estates-Little Mexico	Roads	(30,825.38)
TO:			
4-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	103,452.55
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund various Pct 2 Road Projects.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-45709 **2014 Interdepartmental Transfers 3. E.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Owassa Rd (1524ft W "I" Rd to "I" Rd) Paving Project (1200):
Approval of 2014 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Owassa Rd (1524ft W of "I" Rd to "I" Rd) Paving Project in the amount of $73,654.00.

BACKGROUND

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Erika Zamora Started On: 07/25/2014 04:20 PM

Final Approval Date: 07/25/2014

DATE: July 29, 2014

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No. 2 - Owassa Rd Paving Improvement Project

ACCOUNT NUMBER: 4-1200-431-00-122-X0X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

2014
Interdepartmental Transfer

45709

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
4-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	(73654.00)
TO:			
4-1200-431-00-122-103-0- 731	Pct 2 Owassa Rd (1524ft W of "I" Rd to "I" Rd) Paving Imprv Prj	Roads	73,654.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund Project Expenditures

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-45651 **Planning Department 4. A.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 07-29-14

Pct 1 Water Service Availability 07-29-14

Pct 2 & 4 Cert Plat & Utility Status 07-29-14

Pct 3 Water Service Availability 07-29-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 01:25 PM
Glinda Pacheco	Glinda Pacheco	07/24/2014 11:33 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Irma Castillo Started On: 07/23/2014 11:30 AM

Final Approval Date: 07/25/2014

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JOSE L. DUENAS	1-11474
2.	JOSE A. HINOJOSA	1-11479
3.	ABRAHAM MARTINEZ	1-11061
	COMM. COURT: JULY 29, 2014	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-11474

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: JOSE L. DUENAS

Address: P.O. BOX 2738 ELSA, TX 78543

Phone: 956-560-4761

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Campana Ph #1 Lot #2,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10/29/01);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-11474

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

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

PARTY MAKING REQUEST:

Name: JOSE L. DUENAS JR

Address: P.O. BOX 2738
ELSA, TX 78543

Phone: 956-560-4761

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

Campana ph. #1 Lot #2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jose L Duenas — Requesting Party (Signature)

7-16-14 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

7/16/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-11474
Jul. 16, 2014

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

C0740-01-000-0002-00

[1] OWNER: DUENAS, JOSE L. JR.

P.O BOX 2738
ELSA, TX 78543
Telephone No. 560-4761

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,400 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CAMPANA PH 1 LOT 2

LOCATION: 0 FM 88 & MILE 15 1/2

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $90,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 30' REAR 25' SIDES 10' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 7/16/14

Jonathan Toledo — Approved by — Date: 7/1/14

Signature of Owner or Applicant — Date: 7-16-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: _____ YES ✓ NO _____ BFE

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

[NOTICE]

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

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

EDWARDS ABSTRACT
GF # 78483-MLC

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

WARRANTY DEED

Date: April 11, 2013

Grantor: FRANK GARCIA and wife, CAROLINA GARCIA

Grantor's Mailing Address (including county): 617 Bellah Drive
Irving, Texas 75062
Dallas County, Texas

Grantee: JOSE L. DUENAS, JR.

Grantee's Mailing Address (including county): 816 Rancho Escondido
La Joya, Texas 78560
Hidalgo County, Texas

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

Property (including any improvements):

Lot Two (2), CAMPANA SUBDIVISION PHASE I, an addition to the City of Elsa, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 38, Page 139, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in CLERK'S FILE NO. 1114088 OFFICIAL RECORDS, AND VOLUME 38, PAGE 139, MAP RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated December -1945, recorded in Volume 605, Page 149 and dated January 18 1973, recorded in Volume 1349, Page 979, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas, and Mineral Leases dated November 22, 1946, recorded in Volume 71, Page 29, dated September 5, 1959, recorded in Volume 239, Page 23, dated May 6, 1965, recorded in Volume 298, Page 202, Oil and Gas Records, Hidalgo County, Texas, dated October 29, 1975, recorded under Clerk's File No. 650136 and dated December 1, 2000, recorded under Clerk's File No.

939588, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Non-Drilling Agreement dated January 18, 1973, recorded in Volume 1349, Page 979, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement and Right of Way dated July 21, 1928, recorded in Volume 283, Page 315, Deed Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Irrigation District No. 9.

Minimum floor elevation; thirty foot (30') minimum setback line along the front; twenty-five foot (25') minimum setback line along the rear; ten foot (10') minimum setback line along the sides; ten foot (10') irrigation easement and fifteen foot (15') easement to North Alamo Water Supply Corporation along the rear; as per map or plat recorded in Volume 38, Page 139, Map Records, Hidalgo County, Texas.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Taxes for the year 2013 and subsequent years.

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

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

FRANK GARCIA

CAROLINA GARCIA

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11th of April, 2013, by FRANK GARCIA and wife, CAROLINA GARCIA.

NORMA L CANO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-28-2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
JOSE L. DUENAS, JR.
816 Rancho Escondido
La Joya, Texas 78560

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 784983; NLC:bc

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: L-11479

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Jose A Hinojosa

Address: 3005 Juniper Dr
Mission, TX 78574

Phone: 956-216-1053

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Vista Ridge Ave Lot # 44,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/6/09);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct (1) 2 3 4

Application No: 1.11479

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

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

PARTY MAKING REQUEST:

Name: Josh A Hinojosa

Address: 3005 Jonica dr

Mission TX 78574

Phone: 954-246-1053

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

Viola Ridge Acres Lot # 44

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 7/17/14

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

7/17/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-11479
Jul. 17, 2014

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

V4348-00-000-0044-00

[1] OWNER: HINOJOSA, JOSE A. JR.

3005 JANICE DR.
MISSION, TX 78574
Telephone No. 266-1053

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 1,150 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X-29

[7] LEGAL DESC./NAME OF SUBDIVISION
VISTA RIDGE ACRES LOT#44

LOCATION: 0 FM 88 & MILE 20

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $12,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 55' SIDE 6' WEST SIDE 10' FINISH
FLOOR ELEV. 18" ABOVE CENTERLINE OF ST.

Prepared by — Date: 7/17/14

Jonathan Indra — Approved by — Date: 6/19/14

Signature of Owner or Applicant — Date: 7/17/14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 E Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: May 11, 2010

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

Grantee: Jose Angel Hinojosa Jr.

Grantee's Mailing Address (including county):
815 NE Solis
Elsa, Texas 78543
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Eight Thousand Dollars and No Cents ($28,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 44, Vista Ridge Acres Subdivision, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 20, 2009, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2004719. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Vista Ridge Acres Subdivision, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times

purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and moving the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

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

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

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11th day of May, 2010, by Jack McClelland .

Notary Public, State of Texas

NORMA PRICE
Notary Public, State of Texas
My Commission Expires
4-22-2011

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-11061

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Abraham Martinez

Address: 2311 Alamo St.
Weslaco Tx, 78599

Phone: 956-533-0509

Water Supplier: North Alamo Water

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Brook Lot #9,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 6/4/96);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: I-110611

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

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

PARTY MAKING REQUEST:

Name: Abraham Martinez

Address: 2311 Alamo St.
Weslaco, TX 78599

Phone: 956-533-0509

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

Brook Lot 9

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 7-18-14

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

7/23/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-11061
Mar. 31, 2014

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

B4442-00-000-0009-00

[1] OWNER: MARTINEZ, ABRAHAM

2300 ALAMO ST
WESLACO TX 78596
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,460 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE

[7] LEGAL DESC./NAME OF SUBDIVISION
BROOK LOT 9

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $168,000

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:30' REAR:25' SIDES:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by _____ Date 3/31/14

Approved by _____ Date 3/20/14

Signature of Owner or Applicant _____ Date 3-31-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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

WARRANTY DEED

Date: February 7, 2014

Grantors: ROSALIO MARTINEZ and wife, ALICIA MARTINEZ

Grantor's Mailing Address (including county): 2311 Alamo St., Weslaco Hidalgo County, Texas 78599

Grantee: ABRAHAM MARTINEZ and wife, MICHELLE M. MARTINEZ

Grantee's Mailing Address (including county): 2311 Alamo St., Weslaco, Hidalgo County, Texas 78599

Consideration: Cash and other valuable consideration

Property (including any improvements): Lot 9, BROOK SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 31, Page 65A, Map Records, Hidalgo County, Texas.

Reservations From and Exceptions to Conveyance and Warranty:

1. Restrictions contained in instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 4, 1996 under Document Number 528337, and set out on may recorded in Volume 31, Page 65A, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on color, religion, sex, handicap, familial status, or origin.
2. Easements for roadway, pipe and pole lines for heat, light and power, telephone and telegraph lines and canal rights-of-way as reserved in Deed dated January 1, 1918, from American Rio Grande and Irrigation Company to W.T. Johnson, recorded in Volume 66, Page 521, Deed Records of Hidalgo County, Texas.
3. Right-of-Way Easement granted by George Pults, Trustee to North Alamo Water Supply Corporation, by instrument dated July 24, 1979, recorded in Volume 1637, Page 844, Deed Records of Hidalgo County, Texas.
4. Right-of-Way Easement granted by Gonzalo Garcia Garcia to North Alamo Water Supply Corporation, by dated March 21, 1988, recorded in Volume 2579, Official Records of Hidalgo County, Texas.
5. Easements and conditions as shown on the Map recorded Volume 31, Page 65A, Map Records of Hidalgo County, Texas.
6. Easements, rights, rules and regulations in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.
7. A thirty foot (30') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 31, page 65A, Map Records of Hidalgo County, Texas.

8. A five foot (5') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 31, page 65A, Map Records of Hidalgo County, Texas.
9. Minimum Setback Line along the rear of said property is twenty percent (20%) of Lot depth as shown on plat recorded in Volume 31, Page 65A, Map Records of Hidalgo County, Texas.
10. Oil and Gas Lease dated March 4,1971, from John H. Wood to Charles Brandt, recorded in Volume 331, Page 642, Oil and Gas Lease Records of Hidalgo County, Texas.
11. Oil and Gas Lease dated March 12, 1971, from T. D. Ford and wife Rosealie Ford to Charles Brandt, recorded in Volume 331, Page 644, Oil and Gas Lease Records of Hidalgo County, Texas.
12. Oil and Gas Lease dated December 21, 1976, from John H. Wood to W. L. Popejoy, recorded in Volume 363, Page 627, Oil and Gas Lease Records of Hidalgo County, Texas.
13. Oil and Gas Lease dated December 31, 1976, from George Pults, Trustee to W. L. Popejoy, recorded in Volume 1364, Page 370, Oil and Gas Lease Records of Hidalgo County, Texas.
14. All oil gas and other minerals reserved and/or conveyed in Deed recorded in Volume 840, Page 222, Deed Records of Hidalgo County, Texas and Volume 2021, Page 483, Official Records of Hidalgo County, Texas.
15. Standby fees, taxes and assessments by any taxing authority for the year 2014, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

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

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

THIS DOCUMENT WAS PREPARED FROM INFORMATION PROVIDED BY THE PARTIES HERETO. NO TITLE EXAMINATION AND NO TAX SERVICE HAVE BEEN REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY PROVIDED. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

ROSALIO MARTINEZ

ALICIA MARTINEZ

STATE OF TEXAS {
{ **ACKNOWLEDGEMENT**
COUNTY OF HIDALGO {

This instrument was acknowledged before me on the 7th day of February, 2014, by ROSALIO MARTINEZ and ALICIA MARTINEZ.

MERELDA GONZALEZ
Notary Public, State of Texas
My Commission Expires
November 22, 2015

Notary Public, State of Texas

After recording return to:

Abraham & Michelle Martinez
2311 Alamo St.
Weslaco, TX. 78599

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	ANA N. RODRIGUEZ	1-11423
	COMM. COURT: JULY 29, 2014	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-11423

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

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

Upon the application of:

Name: Ana Nelly Rodriguez

Address: 1108 las aves
LN. Mission tx
57782.

Phone: 956.258.3361

Water Supplier: N.A.W.S

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

Account/ESI No.: N/A

[ ] Temporary Pole [X] Permanent Service

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

BARBOSA LOPEZ #1 LOT 17 BLK 1

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

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

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

-OR-

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

Planning Department Authorized Signature	Hidalgo County Judge	Date

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-11423

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

ANA NELY RODRIGUEZ ,

Known to me [*or* proved to me in the oath of VISA BORDER CROSSING CARD N/1145/1952 – A347297 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

BARBOSA LOPEZ #1 LOT 17 BLK 1 ."

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

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

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

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

-OR-

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

Ana Nely Rodriguez (Signature)

SUBSCRIBED AND SWORN TO before me on July 22nd, 20 14, to certify which, witnesses my hand and seal of office.

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

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-11423
Jun. 23, 2014

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

B1610-00-001-0017-00

[1] OWNER: RODRIGUEZ, ANA NELY

1108 LAS AVES
MISSION TX 78571
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
29-RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 696 Sq. Ft.

[6] USE OF BUILDING: REST. ZONEX-29

[7] LEGAL DESC./NAME OF SUBDIVISION
BARBOSA-LOPEZ #1 LOT 17 BLK 1

LOCATION: 0 EXP. 83 & MILE 6 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $19,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

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

Prepared by — Date 6/23/14

Approved by — Date 6/17/14

Signature of Owner or Applicant — Date 6/23/14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450C Pct: 0

Community No.: 480324

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

128 - WARRANTY DEED

TEXAS STANDARD FORM

WARRANTY DEED

The State of Texas,
County of H I D A L G O

Know All Men by These Presents: 2514069

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

THAT Pablo De Los Santos and Carmen R. De Los Santos

of the County of Cameron State of Texas for and in consideration

of the sum of Ten and No/100-----($10.00) ---------- DOLLARS
And other good and valuable consideration.

to in hand paid by : Ana Nely Rodriguez Flores

Property (including improvements) as follows:
Lot Number Seventeen (17), Block Number One (1), Unit Number One (1), BARBOSA LOPEZ SUBDIVISION, Being a subdivision of the South 20.0 acres of Farm Tract 211, West & Adams Tract Subdivision, Hidalgo County, Texas, as said lot is shown according to the plat or map of said Barbosa Lopez Subdivision, appearing of record in Volume 21, Page 165, Plat Records of Hidalgo County, Texas, to which map or plat, including the written parts thereof, reference is here made for all purposes.

ha ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Ana Nely Rodriguez Flores

whose mailing address is 1108 Las Aves Lane --- City of Mission 78572
of the County of Hidalgo State of Texas all that certain

Infromation take from Document No: 841241 "Cash Warranty Deed", filed for the on 01-27-2000 @ 10:18 a.m., Hidalgo County Clerk Records and from Title Memorandum GF # 138651 by Valley Land Title on 04-30-2014 @ 5:00 p.m. by Mario Garza, Vice President.

Reservations From and Exceptions To Conveyance and Warranty:

See, Exhibit "A" , attachement and part of this Warranty Deed.

Also See, Exhibit "B", Affidavit, attachment and part of this Warranty Deed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Ana Nely Rodriguez Flores

heirs and assigns forever and we do hereby bind ourselves
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Ana Nely Rodriguez Flores
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,

WITNESS our hand at Mission, Texas
this 9th day of May, 2014.
Witness at Request of Grantor:

Pablo De Los Santos

Carmen R. De Los Santos

(Acknowledgement)

STATE OF TEXAS
COUNTY OF H I D A L G O

This instrument was acknowledged before men on the 9th day of May, 2014
by Pablo De Los Santos and Carmen R. De Los Santos.

EULALIO MUNOZ, JR.
MY COMMISSION EXPIRES
December 31, 2016

My commission expires:
Dec. 31, 2016

Notary Public, State of Texas
Notary's printed name: Eulalio Munoz, Jr.

ATTACHMENT TO WARRANTY DEED

Grantors: Pablo De Los Santos and Carmen R. De Los Santos
Grantee : Ana Nely Rodriguez Flores

EXHIBIT "A"

Property (including any improvements):

Lot Number Seventeen (17), Block Number One (1), Unit Number One (1), Barbosa Lopez Subdivision, being a subdivision of the south 20.0 acres of Farm Tract 211, West and Adams Tract Subdivision, Hidalgo County, Texas, as said lot is shown according to the plat or map of said Barbosa Lopez Subdivision, appearing of record in Volume 21, Page 165, Plat Records of Hidalgo County, Texas, to which map or plat, including the written parts thereof, reference is here made for all purposes.

Reservations From and Exceptions to Conveyance and Warranty:

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

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

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

EXCEPTIONS:

A. Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.

B. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Barbosa- Lopez Subdivision Unit No. 1, recorded in Volume 21, Page 165, Map Records of Hidalgo County, Texas.

C. Easements for roadways, canals, ditches as shown by instrument dated May 17, 1918, recorded in Volume 74, Page 55, Deed Records of Hidalgo County, Texas.

D. Water line easement in favor of North Alamo Water Supply Corporation as shown by instrument dated July 11, 1979, recorded in Volume 1637, Page 839, Deed Records of Hidalgo County, Texas.

E. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto in favor of W.L. Popejoy, dated January 3, 1977, recorded in Volume 363, Page 683; dated December 22, 1976, recorded in Volume 364, Page 470 and dated January 25, 1977, recorded in Volume 366, Page 101, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

F. Mineral and/or royalty interest granted in deed dated September 24, 1946, recorded in Volume 69, Page 193, Oil and Gas Records of Hidalgo County, Texas.

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

G. Mineral and/or royalty reservation contained in deed dated November 17, 1943, recorded in Volume 520, Page 457; dated June 6, 1967, recoded in Volume 1180, page 205, Deed Records and dated November 15, 2002, filed February 18, 2003 under Document Number 1168726, Official Records of Hidalgo County, Texas.

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

H. Rights of parties in possession.

I. Visible and apparent easements on or across the property herein described.

J. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

K. 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.

NO TITLE OR TAX EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THIS DOCUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED BY THE PARTIES AND NO LEGAL ADVICE WAS GIVEN TO EITHER PARTY. THE PREPARER EXPRESSES NO OPINION ON THE TITLE OF THIS PROPERTY

ATTACHMENT TO WARRANTY DEED

Re: All of Lot 17, Block 1, BARDOSA-LOPEZ SUBDIVISION UNIT No: 1, Hidalgo County, Texas, according to the Map recorded in Volume 21, Page 165, Map Records in the Office of The Hidalgo County Clerk.

AFFIDAVIT -- EXHIBIT "B"

THE STATE OF TEXAS
COUNTY OF HIDALGO

On this day personally appeared before me, Pablo De Los Santos, and after being under oath, stated the following:

That I, AM NOT, the same Pablo De Los Santos listed on Document No: 1669912, "Texas State Tax Lien", in the amount of $763.25 filed in The Office of The County Clerk at 10/02/2006 @ 2:26 p.m. That Pablo De Los Santos is someone else with a different ID and address.

In Addition:

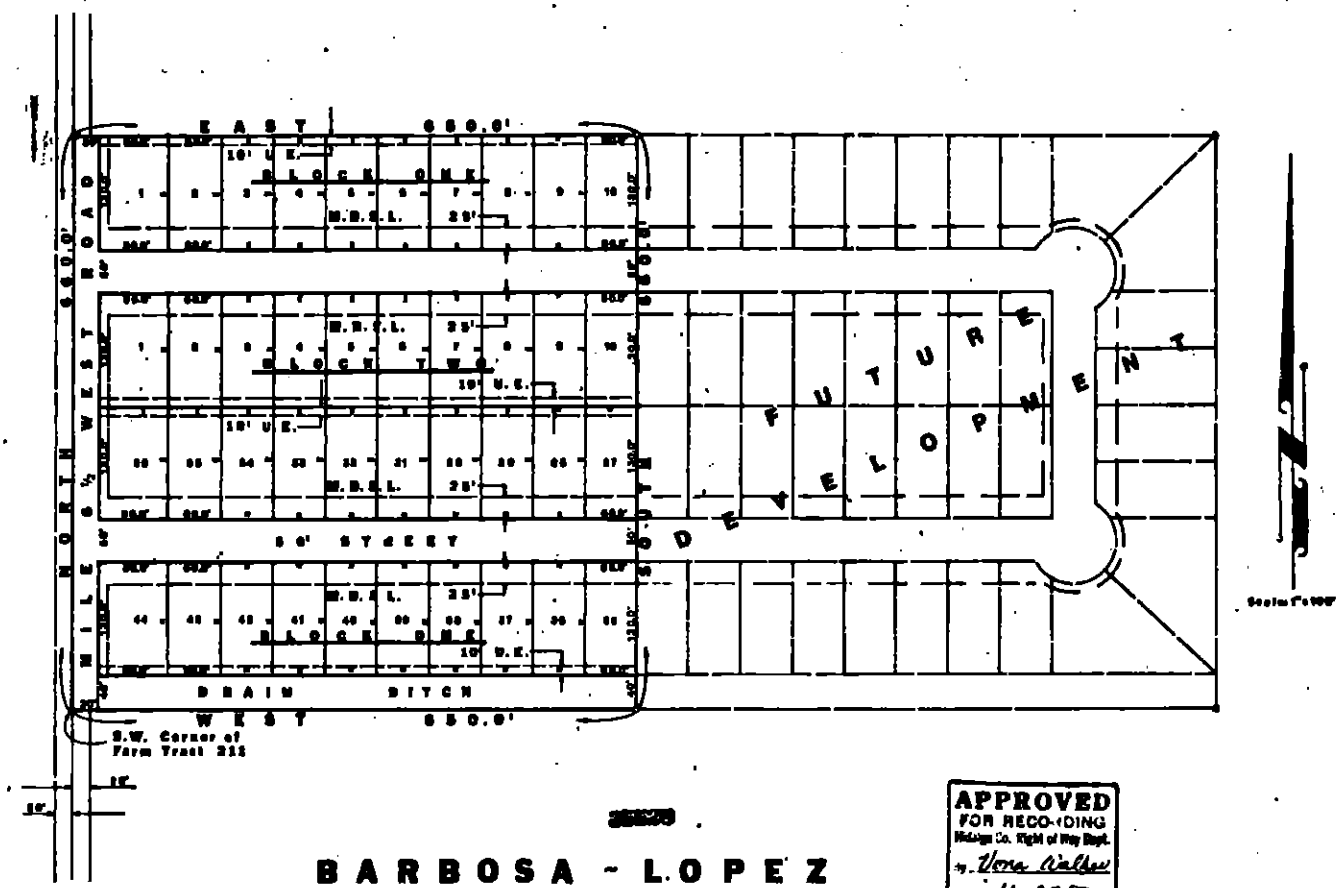
That I, AM NOT, the same Pablo De Los Santos listed on Document No: 1776772, "Abstract of Judgment" in The State of Texas, County of Hidalgo in Justice Court JP PCT2 PL1, Cause Number: C-263-07-21 in the amount of $667.00, filed for the record on 06/29/207 @ 04:41 p.m., Hidalgo County Clerk Records. That Pablo De Los Santos is some else with a different ID and address.

Pablo De Los Santos

Subscribed and sworn to and before me this 9th day of May, 2014.

EULALIO MUNOZ JR
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-31-2016

SALINAS & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
1418 SYCAMORE - McALLEN, TEXAS
682-9081 682-9211



APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
by Vera Walker
date 11-25-80

BARBOSA - LOPEZ
Subdivision
Unit No. 1

WEST 650.0' OF THE SOUTH 20.0 ACRES OF FARM TRACT 211, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS.

LEGEND
B.B.S.L. = Min. Bldg. Setback Line
U.E. = Utility Easement

Recorded in Book 21 Page 137 of the map records of Hidalgo County, Texas
Charles L. Madden
County Surveyor

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 24th day of Nov 1980
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By _____ Deputy

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE BARBOSA-LOPEZ SUBDIVISION, UNIT NO. 1, IN HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

Hilda Lopez
HILDA LOPEZ OWNER

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HILDA LOPEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 17th DAY OF October, 1980.

Aida Reyes
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

NOTARY PUBLIC COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS MAP IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

10-16-80
DATE

Ernest E. Salinas
REG. PROFESSIONAL ENGINEER # 24164

REGISTERED ENGINEER
ERNEST E. SALINAS
24164

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Juan Rene Gonzalez	4-13545
2.	Jaqueline Neave	4-13454
3.	Hector Guerra	4-13229
	COMM. COURT: July 29, 2014	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-13454
04-20-14

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Jaqueline Neave

Address: 8003 Locker Ave Edinburg TX. 78541

Phone: (312) 608-6121

Water Supplier: N/A MSC.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Cardinal Gardens Lot #5

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-22-14);

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

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

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

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

[signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-1345
06-20-14

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

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

PARTY MAKING REQUEST:

Name: Jaqueline Weave

Address: 8003 locker Ave
Edinburg TX 78541

Phone: (312) 608-6121

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

Carolina Gardens Lot 45

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jaqueline Weave July 22, 14
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

____ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
____ Other (describe) PMT

This part to be filled out by receiving county official:

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

7/22/14
Date

Abel Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13454
Jun. 20, 2014

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

C1617-00-000-0005-00

[1] OWNER: NEAVE, JAQUELINE

8003 LOCKER AVE.
EDINBURG, TX. 78541

Telephone No. -

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
01- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 1,040 Sq. Ft.

[6] USE OF BUILDING: RES.MOVE-IN.ZONE.X-01

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDINAL GARDEN LOT # 5

312-608-6121

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $37,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6' REAR
18" ABOVE CNTR LINE OF ST

Prepared by — Date: 06/20/14

Approved by — Date: 06/13/14

Signature of Owner or Applicant — Date: 6-20-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Hidalgo County
real property official records search

Wednesday, July 23, 2014

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Printing Instructions

Recorded On: 2014 Jun 02 As: 2517905

ASSUMPTION WARRANTY DEED

Date: May 28, 2014

2517905

Grantor: Francisco Avila and Esteban Neave Hidrogo

Grantor's Mailing Address (including county):

8003 Locker Avenue
Edinburg, TX 78542
Hidalgo County, Texas

Grantee: Jaqueline Neave
Grantee's Mailing Address (including county):

8003 Locker Avenue
Edinburg, Texas 78542
Hidalgo County, Texas

Consideration: Cash and other good and valuable consideration paid from Grantee's separate property and Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of Nineteen Thousand Nine Hundred Dollars and No Cents ($19,900.00) dated March 27, 2008, executed by Francisco Avila and Esteban Neave Hidrogo and payable to the order of Gudrun Schamberger (formerly known as Gudrun Filer). The note is secured by a Vendor's Lien and additionally secured by a Deed of Trust dated March 27, 2008, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's File Number 1875961. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note. Grantor assigns to Grantee both the casualty insurance policy on the property and all funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

Lot 5, Cardinal Gardens Subdivision, as shown by the map or plat thereof recorded in Volume 49, Page 133-135, of the Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;

Hidalgo County
real property official records search

Wednesday, July 23, 2014

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Printing Instructions

Recorded On: 2014-Jun-02 As: 2517935

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

Francisco Avila

Esteban Neave Hidrogo

ACCEPTED:

Jaqueline Neave

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30th day of May, 2014, by Francisco Avila.

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30th day of May, 2014, by Esteban Neave Hidrogo.

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30th day of May, 2014, by Jaqueline Neave.

Notary Public, State of Texas

After Recording Return To:
Jaqueline Neave
8003 Locker Avenue
Edinburg, TX 78542

3

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-13545

* AE-25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:	Temp light	
	Date Approved:	7/16/14	/ /

Name: Juan Ramon Gonzalez

Address: P.O. Box 1822
Edinburg TX 78540

Phone: (956) 227-6400

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: 10032789455914719

[X] Temporary Pole 07-16-14 [X] ~~Permanent Service~~

regarding the land described as: Residential Evergreen Valley Est III Lot 14,

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

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

no	A plat has been prepared;	
yes	A plat has been reviewed and approved by the Commissioners Court;	(Date approved 03-16-07);
yes	water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;	(verified by Maria Cerda);
NO	an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;	(verified by);
yes	individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;	(verified by);
no	electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.	(verified by);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-15545

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

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

PARTY MAKING REQUEST:

Name: Juan Rene Gonzalez

Address: P.O. Box 1822
Edinburg TX. 78540

Phone: (956) 227-6400

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

Evergreen Valley Est. Ph. III Lot 74

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X _____ 7/16/14
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
___ Other (describe) copy is in yar office

This part to be filled out by receiving county official:

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

07/17/14 _____
Date **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13545
Jul. 15, 2014

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

E8250-03-000-0074-00

[1] OWNER: GONZALEZ, JUAN RENE & ANA
BEA SANCHEZ
P.O. BOX 1822
EDINBURG TX, 78540
Telephone No. 227-6400

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 4,200 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST #3 LOT 74
8/20/09NW/AG/F

LOCATION: 0 SKINNER & MILE 20

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $150,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 50' SIDE 6'
REAR 35' . ELEVATION AS PER FEMA

Prepared by _____ Date 07/15/14

Approved by _____ Date 07/15/14

Rene Gonzales- Signature of Owner or Applicant — 7-15-14- Date

Juan Jose

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: MI
Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ✓ YES ____ NO ____ BFE

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

[NOTICE]

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

Recorded On:2008-Feb-13 As:1970815

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

1970815

Date: November 10, 2008

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78539

Grantee: Juan Reno Gonzalez and Ana Bea Sanchez
Grantee's Phone Number: (956) 227-6400
Grantee's Mailing Address (including county):
P. O. Box 1822
Edinburg, Texas 78540
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Seventy One Thousand Nine Hundred Fifty & No/100's ($71,950.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 74, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703891. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703892. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

Hidalgo County
real property official records search

Friday, May 23, 2014

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Printing Instructions

Recorded On:2009-Feb-13 As-1970815

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

13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and

14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same there from. If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10th day of November 2008, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

CYNTHIA L MARTINEZ
MY COMMISSION EXPIRES
June 3, 2010

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78539

Special Warranty Deed
Page 3

JRC
ABS

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-13229

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		EXISTING
Date Approved:	/ /	7/18/14

Name: Hector Guerra

Address: 824 Dell 0201 N
Phase II

Phone: 956-638-5180

Water Supplier: N/A

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

Account/ESI No.: 22185-527

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: LA PUERTA SUB LOT-117,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-10-04);

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

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

no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

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

Mario J. Carrillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-13229

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

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

PARTY MAKING REQUEST:

Name: HECTOR GUERRA

Address: 824 DA ORO LN

PHARR TX

Phone: 638-5580

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

LA PUERTA LOT-117

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) Date 2/14/14

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Permit

This part to be filled out by receiving county official:

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

2/22/14
Date

Gloria A. Carrillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13229
Apr. 15, 2014

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

L1770-01-000-0117-00

[1] OWNER: INTER NATIONAL BANK

1801 S. SECOND ST.
MCALLEN, TX. 78503
Telephone No. 638-5580

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,502 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 117

LOCATION: 0 107 & WARE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $120,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" NATURAL GROUND. (RECOMMENDED)

Hon C. Castillo — Prepared by — 4-15-14 Date

T.J. Mendiondo — Approved by — 4-24-14 Date

Signature of Owner or Applicant — 4-15-14 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0310 D Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

SIERRA TITLE

BV

101965

ICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PE
IOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMA
TRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFO
ORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER O
ENSE NUMBER.

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WARRANTY DEED WITH VENDOR'S LIEN

: MAY 30, 2014

itor: TRI D'S LLC, a Texas limited liability company

itor's Mailing Address:

824 DEL ORO LANE
PHARR, TEXAS 78577
HIDALGO COUNTY

itee: HECTOR GUERRA CONSTRUCTION, LLC, a Texas limited liability company

itee's Mailing Address:

907 S. CAGE BLVD.
PHARR, TEXAS 78577
HIDALGO COUNTY

lderation: Cash and a note of even date executed by Grantee and payable to the order of INTERNATIC
K OF COMMERCE in the principal amount of TWENTY SIX THOUSAND NINE HUNDRED NO/10
LARS ($26,900.00) of which SEVENTEEN THOUSAND AND NO/100THS DOLLARS ($17,000.
advanced towards the purchase price of the property described herein. The note is secured by a fir
ior vendor's lien and superior title retained in this deed in favor of INTERNATIONAL BAN
IMERCE and by a first-lien deed of trust of even date from Grantee to BELINDA LEAL, Trustee.

erty (including any improvements):

Lot 117, LA PUERTA SUBDIVISION PHASE I, an Addition to the City of McAllen, Hidalgo C
Texas, according to map thereof recorded in Volume 51, Pages 62 and 63, Map Records of Hidalgo C
Texas.

rvations From and Exceptions to Conveyance and Warranty:

Right-of-Way Easement granted to Magic Valley Electric Cooperative, Inc., a Texas Corporatic
instrument dated July 15, 1982, recorded in Volume 1792, Page 240, Deed Records of Hidalgo C
Texas.

Water Service Agreement in favor of Sharyland Water Supply Corporation by instrument dated Mar
2006, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on March 24,
under Clerk's File No. 1594175.

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Easement granted by Linva Development, a General Partnership, comprised of Broad
Texas Corporation and Elco Partnership, Ltd., a Texas Limited Partnership to
instrument dated June 29, 2006, filed for record in the Office of the County Cle
Texas, on July 6, 2006, under Clerk's File No. 1635678, correction filed for reco
County Clerk of Hidalgo County, Texas, on August 4, 2006, under Clerk's File No. 1

A ten foot (10') Utility Easement along the North side of subject property as shown
Volume 51, Page 62 and 63, Map Records of Hidalgo County, Texas.

Easements and conditions as shown on the Map recorded in Volume 51, Page 62 a
Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 1.

Easements, or claims of easements, which are not of public record.

A twenty-five foot (25') Minimum Setback Line along the front of said property as shown on th
recorded in Volume 51, Page 62 and 63, Map Records of Hidalgo County, Texas.

A ten foot (10') Minimum Setback Line along the rear of said property as shown on the plat recor
Volume 51, Page 62 and 63, Map Records of Hidalgo County, Texas.

A six foot (6') Minimum Setback Line along the sides of said property as shown on the plat recor
Volume 51, Page 62 and 63, Map Records of Hidalgo County, Texas.

An eighteen foot (18') Minimum Garage Setback as shown on the plat recorded in Volume 51, Page 6
63, Map Records of Hidalgo County, Texas.

All oil, gas, and other minerals reserved in Deed dated July 3, 1984, recorded in Volume 2006, Pag
and in Deed dated November 22, 1996, filed November 25, 1996, under Clerk's File No. 564395,
Records of Hidalgo County, Texas.

Oil and Gas Lease dated March 15, 1977, from Hugh Kirkpatrick, et al, to Norman E. Graham recor
Volume 366, Page 283, Oil and Gas Records of Hidalgo County, Texas. Title to said Lease not ch
subsequent to date of aforesaid instrument. Agreement as shown in instrument dated September 21,
recorded in Volume 1545, Page 782, Deed Records of Hidalgo County, Texas.

Oil and Gas Lease dated November 3, 1977, from Hidalgo County Water Control and Improv
District No. 1 to Norman E. Graham recorded in Volume 371, Page 705, Oil and Gas Records of H
County, Texas.

Oil and Gas Lease dated March 31, 1981, from James Thomas Glenn, Jr., et al, to J. M. Huber Corpo
recorded in Volume 404, Page 342, Oil and Gas Records of Hidalgo County, Texas.

Non-Drilling Agreement dated December 20, 1983, recorded in Volume 1920, Page 726, and
February 3, 1992, recorded in Volume 3211, Page 718, both in Official Records of Hidalgo County, T

All rights, titles and interests in and to all portions of the subject property lying within a drainage
drainage pipe, drainage line, a canal or an irrigation line as may be claimed in fee by Hidalgo C
Irrigation District No. 1.

Click Here to upgrade to Unlimited Pages and Expanded Features
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Liens for assessments as set out in instrument filed for record in the Office of the Co Hi
County, Texas on August 25, 2006 under Clerk's File No. 1656038.

Terms, conditions, and stipulations contained in Assignment of Rent, Income, and I
11, 2014, between TRI's, LLC, a Texas limited liability company, as Assignor, and B
Commerce, as Assignee, filed for record in the Office of the County Clerk of Hida ex
March 27, 2014, under Clerk's File No. 2498202, Official Records of Hidalgo Count

Restrictions filed for record in the Office of the County Clerk of Hidalgo County, gu
2006, under Clerk's File No. 1656038 and amended by Restrictions filed for recor
County Clerk of Hidalgo County, Texas, on June 8, 2010, under Clerk's File No. 210 ri
as shown on the map recorded in Volume 51, Pages 62 and 63, Map Records, Hidal xe
omitting any covenant condition or restriction, if any, based on race, color, religion, sex, handicap, fa
status, or national origin unless and only to the extent that the covenant, condition or restriction
exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discrir
against handicapped persons.

Standby fees, taxes and assessments by any taxing authority for the year 2014 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptic
eyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the
ppurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successor
is forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend a
lar the Property to Grantee and Grantee's heirs, successors, and assigns against every person whom
lly claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance a
ptions to Conveyance and Warranty.

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

INTERNATIONAL BANK OF COMMERCE, at Grantee's request, has paid in cash to Grantor that p
; purchase price of the Property that is evidenced by the note. The first and superior vendor's lien again
for title to the Property are retained for the benefit of INTERNATIONAL BANK OF COMMERCE a
ferred to INTERNATIONAL BANK OF COMMERCE without recourse against Grantor.

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

TRI D'S LLC, a Texas limited liability company

BY: _____
HECTOR GUERRA, Manager

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E OF TEXAS)

NTY OF HIDALGO)

This instrument was acknowledged before me on June 09, 2014 by OR GUERRA, Manager for TRI D'S LLC, a Texas limited liability company, on behalf of said

BERTA VIDALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-29-2017

Notary Public, State of Texas

ARED IN THE OFFICE OF

SSHV
LAW OFFICES, PLLC
TH 10TH STREET
R, STE. C5
TEXAS 78504
OCS\10365-WD\(JMV)

R RECORDING RETURN TO:

OR GUERRA CONSTRUCTION, LLC
. CAGE BLVD.
R, TEXAS 78577

D W/ VENDOR'S LIEN

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	NALLELY GARCIA	3-15035
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: JULY 29, 2014	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-1(

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

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

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

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

Precinct 1 2 3 4

Application No: 3-15035
7/22/14

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

Upon the application of:

Name: Nallely Garcia

Address: 5508 Celso St.
Mission TX
78574

Phone: (956) 529-7501

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing
Date Approved:	/ /	7/22/14

Water Supplier: Agua SUD

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

Account/ESI No.: 10032894-

[ ] Temporary Pole [✓] Permanent Service

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

Celso Lot 3

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

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

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

-OR-

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

Sandra Cantu 7/22/14
Planning Department Authorized Signature

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 3-15035
7/22/14

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Nallely Garcia Mota,

Known to me *[or* proved to me in the oath of # V11454580/T109107 (United States of America Visa / Border Crossing Card *or* through *(description of federal or state government ID card with photograph and signature)]*, who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Celso Lot 3."

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

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

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

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

-OR-

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

Nallely Garcia M. (Signature)

SUBSCRIBED AND SWORN TO before me on July 22, 2014 to certify which, witnesses my hand and seal of office.

SANDRA A. CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

Sandra A. Cantu
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

WARRANTY DEED

Date: January 4, 2013

Grantor: SERGIO CORTEZ and wife, MARIA C. CORTEZ

Grantee's Mailing Address (including county): 3552 Medal Lark Drive, Casper, Natrona County, Wyoming 82604

Grantee: NALLELY GARCIA

Grantee's Mailing Address (including county): 7426 Ida Drive, Mission, Hidalgo County, Texas 78572

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged,

Property (including any improvements):

All of Lot 3, CELSO SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 23, Page 87, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

BY THE ACCEPTANCE OF THIS DEED, GRANTEES ARE TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEES TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES. ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

Reservations from and Exceptions to Conveyance and Warranty:

1. Volume 23, Page 87, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial

part thereof, except as to the reservations from and exceptions to warranty.

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

SERGIO CORTEZ

MARIA C. CORTEZ

(Acknowledgment)

STATE OF WYOMING §
COUNTY OF NATRONA §

This instrument was acknowledged before me on the 25 day of January, 2013, by SERGIO CORTEZ and wife, MARIA C. CORTEZ.

NOTARY PUBLIC
GAIL R KELLY
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Sept 10, 2016

Notary Public, State of Wyoming

PREPARED IN THE LAW OFFICE OF:

Leo Montalvo
900 N. Main
McAllen. Texas78501

AFTER RECORDING RETURN TO:

NALLELY GARCIA
7426 Ida Drive
Mission, Texas 78572

Chapter 232 Texas LGC Application

APPLICATION NO:
3-15035
Jul. 22, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C2667-00-000-0003-00

[1] OWNER: GARCIA, NALLELY
7426 IDA DR

MISSION, TX 78572
Telephone No. 529-7501

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD.
[5] SIZE OF STRUCTURE: 1,080 Sq. Ft.

[6] USE OF BUILDING: RES MOVE IN ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
CELSO LOT 3
C-29

LOCATION: 5511 DOFFING RD & 3 ML

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $21,500

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' REAR 15'
18 INCHES ABOVE NATURAL GROUND.

Sandra Canter — Prepared by — 7/22/14 — Date

H Garza — Approved by — 7/2/14 — Date

Nallely Garcia — Signature of Owner or Applicant — 07/22/2014 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: NO 0400 C
Panel No. /Suffix:_____ Pct: 3
Community No.: 480334

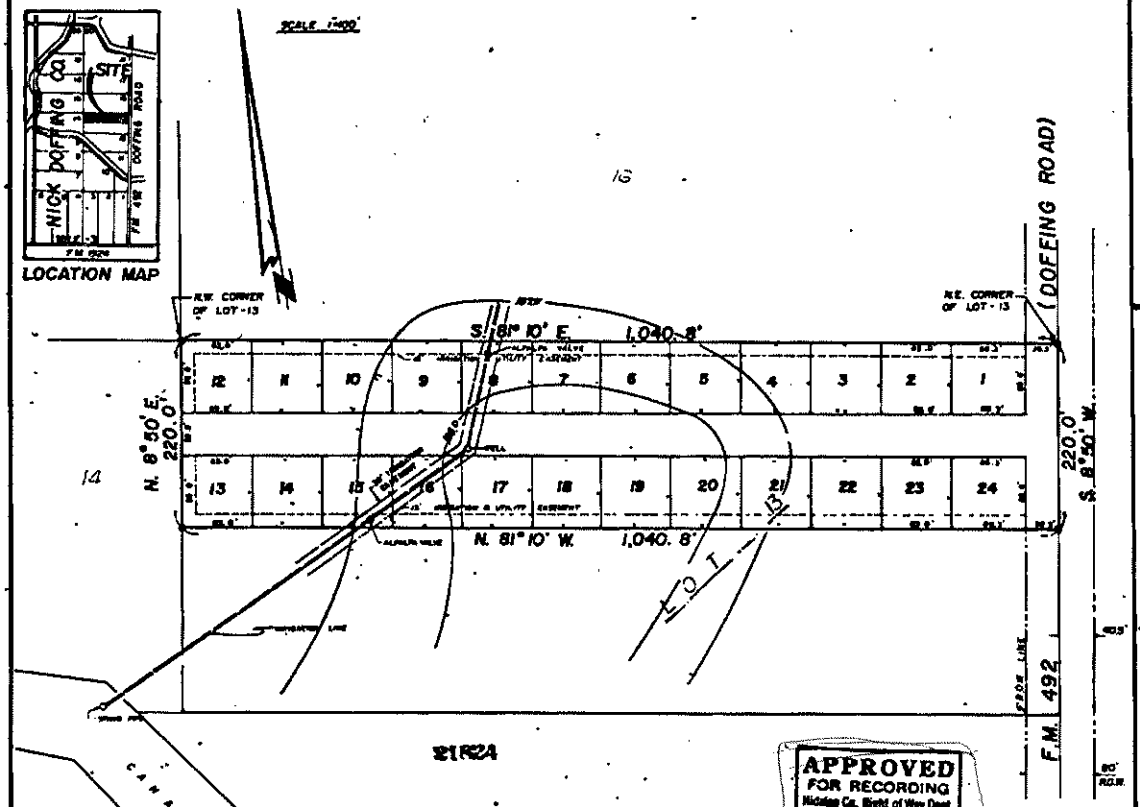
Certification of Elevation
Required: ____ YES _/_ NO ____ BFE

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

[NOTICE]

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

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



APPROVED FOR RECORDING
Hidalgo Co. Right of Way Dept.
by Dora Walbert
date June 13, 1983

FILED
J. EDGAR RUIZ

NOTE:

1. NO STRUCTURES ARE TO BE BUILT IN THE IRRIGATION EASEMENTS.
2. MIN. BUILDING FINISHED FLOOR ELEVATION SHALL BE:
   - LOTS 1-4 = 188.60
   - LOTS 5-9 = 189.70
   - LOTS 10-15 = 189.00
   - LOTS 16-20 = 189.70
   - LOTS 21-24 = 189.30
3. ANTICIPATED 100 YEAR FLOOD ELEVATION = 187.70

Recorded in Vol. 82 Page 82 of the Map Records of Hidalgo County, Texas
Rodolfo Leal Perez, Jr.
County Surveyor

CELSO SUBDIVISION
HIDALGO COUNTY

A SUBDIVISION BEING THE NORTH 5.000 ACRES OUT OF LOT 13, NICK DOFFING SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
This the 13th day of June 1983
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By Myrtle Ann Hinton ... Deputy

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

5/31/83 Celso Gonzalez
DATE CELSO GONZALEZ, OWNER

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Celso Gonzalez KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF May A.D., 1983.

Linda Trevino
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

5/31/83 Ricardo P. Salinas
DATE REG. PROFESSIONAL ENGINEER #24164
REG. PUBLIC SURVEYOR #2909

STATE OF TEXAS RICARDO R. SALINAS 24164 REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS RICARDO R. SALINAS 2909 REGISTERED PUBLIC SURVEYOR

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

DATED THIS THE 6th DAY OF June A.D. 1983

ATTEST: Linda Lozano SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
BY: Sergio Munoz

CHECKED FOR DRAINAGE
BY: Wal G. Barr

VOL. 23, PG. 87

AI-45576 **Monthly Fee Reports 5. A.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Sabrina Guerra, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk:
Revised Monthly Partial Fee Report for April 2014

BACKGROUND

Attachments

April

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 10:05 AM
Manuel Chapa	Manuel Chapa	07/18/2014 01:56 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Sabrina Guerra Started On: 07/17/2014 04:42 PM

Final Approval Date: 07/25/2014

Agenda Item # 45578

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF APRIL 2014

Revised 7/15/2014

	# OF CASES			
DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))				
DIVORCE & FAMILY LAW CASES	# 342	Cases To Report	= $ 15,120.27	
PARTIAL PAYMENT				1100-207-20-000-051-0-000 $ 15,120.27
OTHER THAN DIVORCE/FAMILY	# 1,855	Cases To Report	= $ 92,421.74	
PARTIAL PAYMENT				1100-207-20-000-052-0-000 $ 92,421.74
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))				
DIVORCE & FAMILY LAW CASES	# 391	Actions To Report	= $ 1,960.92	
PARTIAL PAYMENT				
OTHER THAN DIVORCE/FAMILY	# 1,983	Actions To Report	= $ 19,752.48	
PARTIAL PAYMENT				1100-207-20-000-050-0-000 $ 21,713.40
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 0	Cases To Report	= $ -	
PARTIAL PAYMENT				
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	# 2193	Cases To Report	= $ 91,607.37	
PARTIAL PAYMENT				1100-207-20-000-055-0-000 $ 91,607.37
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00				1100-341-10-090-011-0-000 $ 3,946.74

$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000

CLERK COST (GC 51.317(b)(1)&(b-1))	$110,410.51		
OTHER CLERK COST (GC51.317-319)	$ 82,315.80	$ 192,726.31	
TIME PAYMENT (LGC 133.103) @$10.00		$ 1,949.90	
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 25,711.53	
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ 263.72	
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 2.59	
NSF CHECK FEE (LGC 118.141)		$ 100.00	
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -	
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000 $ 220,754.05
INTEREST EARNED FOR THE MONTH OF APRIL 2014			1100-361-11-000-005-0-000 $ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-007-0-000 $ 353.61
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)			1100-341-10-090-008-0-000 $ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00			1100-341-10-000-003-0-000 $ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50			1100-341-10-090-002-0-000 $ 487.48
TIME PAYMENT (LGC 133.103) @ $12.50			1100-207-20-000-005-0-000 $ 2,437.38
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00			1100-341-10-090-003-0-000 $ 2,680.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00			1100-207-20-000-001-0-000 $ 10,138.44
STATEWIDE E-FILING FEE (GC.51.851) 9/1/13 @ $20.00			1100-207-20-000-068-0-000 $ 44,393.37
MASTER COURT FEES (14.82gFC) @$7.00			1100-341-10-090-004-0-000 $ -
JURY FEES (CCP 102.004) @$30.00			1100-341-10-090-006-0-000 $ 46,651.49
PASSPORT EXECUTION FEE @$25.00			1100-341-10-090-013-0-000 $ 1,900.00
PASSPORT PHOTO FEE @$15.00			1100-341-10-090-014-0-000 $ 560.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 9/01/09 @ $5.00			1100-341-10-090-015-0-000 $ 22,475.63
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			1100-341-10-090-016-0-000 $ 5,276.98
E-FILING TRANSACTION FEE (GC 72.031) 1/1/14 @ $2.00			1100-341-10-090-018-0-000 $ 20,586.00
TAX A/C SCOFFLAW FEE (TC 502.010 (f)) @ $20.00			1100-341-10-140-050-0-000 $ 2,888.60
SHERIFF FEES (CCP 102.011)	$ 20,391.97		
SHERIFF FEES (HCSO)	$ 6,051.81		1100-342-10-090-001-0-000 $ 26,443.78
CONSTABLE FEES(CCP 102.011) PCT. 1			1100-342-10-291-000-0-000 $ -
PCT. 2			1100-342-10-292-000-0-000 $ 1,854.55
PCT. 3			1100-342-10-293-000-0-000 $ 2,151.39
PCT. 4			1100-342-10-294-000-0-000 $ 2,044.90
PCT. 5			1100-342-10-295-000-0-000 $ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)			1100-351-20-090-001-0-000 $ 19,676.30
FINES (LGC 113.004)			1200-351-10-090-000-0-000 $ 81,277.00
BOND FORFEITURES (CCP 22.16)			1200-352-10-090-001-0-000 $ -
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			1225-341-10-080-000-0-000 $ 3,500.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			1241-341-10-090-001-0-000 $ 11,910.12
# _____ CIVIL FILINGS X $5.00 =	$ 10,876.39		
# _____ FELON. CONV.X $5.00 =	$ 1,033.73		
# _____ MISD.CONV. X $3.00 =	$ -		
COUNTY RECORDS PRESERVATION (GC 51.708)			1238-341-10-090-001-0-000 $ 21,713.46
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1238-341-20-090-001-0-000 $ 16,728.88
# _____ CIVIL FILINGS X $5.00 =	$ 12,083.74		
# _____ CRIM CONV. X $22.50 =	$ 4,665.14		
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000 $ 12,515.61
# _____ CIVIL FILINGS X $5.00 =	$ 12,068.73		
# - CRIM. FILINGS X $2.50 =	$ 446.88		
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00			1239-341-10-090-001-0-000 $ 30,856.41
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00			1240-341-10-090-001-0-000 $ 50.00
LAW LIBRARY FEES (LGC 323.023) @$30.00			1247-341-10-090-001-0-000 $ 71,276.54

OTHER COURT FEES: CRIMINAL CLERK FEE (CCP ART. 102.005)	$ 8,434.00			
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	$ 388.00			
CRIME STOPPERS - ADULT PROBATION DEPT.	$ -			
MOTHERS AGAINST DRUNK DRIVING	$ -			
WOMEN TOGETHER EMERGENCY SHELTER	$ -			
ESTRELLA'S HOUSE	$ -			
ATTORNEY AD-LITEM	$ 1,800.00			
SUBTOTAL		$ 10,622.00		
LESS; LAW ENFORCEMENT LAB COSTS		$ (388.00)		
LESS; CRIME STOPPERS		$ -		
LESS; MOTHERS AGAINST DRUNK DRIVING		$ -		
LESS; WOMEN TOGETHER EMERGENCY SHELTER		$ -		
LESS; ESTRELLA'S HOUSE		$ -		
LESS; ATTORNEY AD-LITEM		$ (1,800.00)		
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000	$ 8,434.00

7-17-14 7/17/14

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 2 OF 3
FOR THE MONTH OF APRIL 2014

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 26,390.04
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 50.00
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 25.00
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 6/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-	1100-207-20-000-011-0-000	$ 3.00
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 4.00
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 6.29
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 80.85
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-	1100-207-20-000-017-0-000	$ 765.98
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 30.52
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 5.07
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 1,080.87
TABC: @ $35.00		1100-207-20-000-020-0-000	$ 38.22
P&W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,572.68
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 700.81
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 896.53
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 102.73
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 3 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 84.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178) AFTER 6/15/07		1100-207-20-000-058-0-000	$ 4,501.48
EMS TRAUMA FUND (CCP 102.0165 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 3,179.40
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 310.42
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 2,475.03
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 530.12
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 466.32
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ 153.00
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 1,815.28
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 363.04
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 544.58
E-FILING COST ON CONVICTION FEE (GC 102.0415) 9/1/13 @ $5.00		1100-207-20-000-071-0-000	$ 459.59
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 963,462.34

TOTAL CASH RECEIVED			$ 974,835.12
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 963,462.34		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMENTS	$ 2,775.00		
TOTAL DISBURSEMENTS			$ 966,237.34
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ 8,597.78

PROOF:

AMOUNT RECEIVED:	$ 6,770.78
AMOUNT LIQ.:	$ (361.00)
CRIME STOPPERS (ADULT PROBATION):	$ -
LAW ENFORCEMENT LAB COSTS (DPS):	$ 388.00
MOTHERS AGAINST DRUNK DRIVING	$ -
WOMEN TOGETHER EMERGENCY SHELTER	$ -
ESTRELLA'S HOUSE	$ -
ATTORNEY AD-LITEM	$ 1,800.00
ADULT PROBATION:	$ -
SHORTAGE/OVERAGE	$ -
NET AMOUNT	$ 8,597.78

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF APRIL 2014

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	04/28/14	42742	$ 161,897.00	174848
CIVIL2)	04/28/14	42743	$ 153,381.00	174849
CIVIL3)	04/30/14	42752	$ 221,428.27	175088 175163
CIVIL4)	05/05/14	42758	$ 168,412.70	~~0~~
CIVIL5)	05/08/14	42759	$ 80,634.04	~~0~~ 175321
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	04/24/14	42735	$ 16,766.81	174847
CRM2)	04/24/14	42736	$ 22,857.00	175083
CRM3)	04/16/14	42726	$ 28,559.75	174578
CRM4)	04/16/14	42731	$ 16,333.50	174846
CRM5)	04/30/14	42751	$ 22,589.75	175063
CRM6)	05/01/14	42755	$ 11,783.25	175084
CRM7)	04/30/14	42750	$ 25,665.25	175085
CRM8)	05/01/14	42754	$ 12,044.00	175086
CRM9)			$ 21,110.02	~~0~~ 175319
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			$ 963,462.34	

PREPARED BY: [signature] 5/14/14
BOOKKEEPER DATE

REVIEWED BY: [signature] 5/17/14
ACCOUNTANT DATE

INTERNAL AUDITOR DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[signature] 5/14/14
DISTRICT CLERK OR DESGINEE SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

AI-45578 **Monthly Fee Reports 5. B.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Sabrina Guerra, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk:
Revised Monthly Partial Fee Report for May 2014

BACKGROUND

Attachments

May

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 10:06 AM
Manuel Chapa	Manuel Chapa	07/18/2014 01:56 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Sabrina Guerra Started On: 07/17/2014 04:53 PM

Final Approval Date: 07/25/2014

Agenda Item 4.29.14

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF MAY 2014

Revised 7/15/2014

	# OF CASES				
DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))					
DIVORCE & FAMILY LAW CASES	# 280	Cases To Report	= $ 12,324.51		
PARTIAL PAYMENT				1100-207-20-000-051-0-000	$ 12,324.51
OTHER THAN DIVORCE/FAMILY	# 779	Cases To Report	= $ 38,810.06		
PARTIAL PAYMENT				1100-207-20-000-052-0-000	$ 38,810.06
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))					
DIVORCE & FAMILY LAW CASES	# 334	Actions To Report	= $ 1,663.40		
PARTIAL PAYMENT					
OTHER THAN DIVORCE/FAMILY	# 947	Actions To Report	= $ 9,430.37		
PARTIAL PAYMENT				1100-207-20-000-050-0-000	$ 11,093.77
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 4	Cases To Report	= $ 132.80		
PARTIAL PAYMENT					
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	# 1053	Cases To Report	= $ 43,863.53		
PARTIAL PAYMENT				1100-207-20-000-055-0-000	$ 43,996.33
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00				1100-341-10-090-011-0-000	$ 2,985.00

($50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000)

CLERK COST (GC 51.317(b)(1)&(b-1))	$ 53,462.74			
OTHER CLERK COST (GC51.317-319)	$ 46,465.71	$ 99,928.45		
TIME PAYMENT (LGC 133.103) @$10.00		$ 1,695.85		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 29,118.00		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ 250.39		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 2,624.12		
NSF CHECK FEE (LGC 118.141)		$ 60.00		
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -		
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000	$ 133,876.81
INTEREST EARNED FOR THE MONTH OF MAY 2014			1100-361-11-000-005-0-000	$ -
COURT FEES. DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-007-0-000	$ 250.45
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)			1100-341-10-090-008-0-000	$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00			1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50			1100-341-10-090-002-0-000	$ 423.96
TIME PAYMENT (LGC 133.103) @ $12.50			1100-207-20-000-005-0-000	$ 2,119.82
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00			1100-341-10-090-003-0-000	$ 2,628.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00			1100-207-20-000-001-0-000	$ 4,389.38
STATEWIDE E-FILING FEE (GC.51.851) 9/1/13 @ $20.00			1100-207-20-000-068-0-000	$ 21,981.67
MASTER COURT FEES (14.82gFC) @$7.00			1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00			1100-341-10-090-006-0-000	$ 27,154.23
PASSPORT EXECUTION FEE @$25.00			1100-341-10-090-013-0-000	$ 2,150.00
PASSPORT PHOTO FEE @$15.00			1100-341-10-090-014-0-000	$ 440.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00			1100-341-10-090-015-0-000	$ 11,166.83
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			1100-341-10-090-016-0-000	$ 3,909.29
E-FILING TRANSACTION FEE (GC 72.031) 1/1/14 @ $2.00			1100-341-10-090-018-0-000	$ 23,086.00
TAX A/C SCOFFLAW FEE (TC 502.010 (f)) @ $20.00			1100-341-10-140-050-0-000	$ 2,401.88
SHERIFF FEES (CCP 102.011) $ 22,143.43				
SHERIFF FEES (HCSO) $ 5,382.19			1100-342-10-090-001-0-000	$ 27,525.62
CONSTABLE FEES(CCP 102.011) PCT. 1			1100-342-10-291-000-0-000	$ -
PCT. 2			1100-342-10-292-000-0-000	$ 1,623.74
PCT. 3			1100-342-10-293-000-0-000	$ 3,714.25
PCT. 4			1100-342-10-294-000-0-000	$ 2,433.46
PCT. 5			1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)			1100-351-20-090-001-0-000	$ 20,380.16
FINES (LGC 113.004)			1200-351-10-090-000-0-000	$ 67,100.26
BOND FORFEITURES (CCP 22.16)			1200-352-10-090-001-0-000	$ -
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			1225-341-10-080-000-0-000	$ 6,000.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			1241-341-10-090-001-0-000	$ 6,130.62
# _____ CIVIL FILINGS X $5.00 =	$ 5,214.29			
# _____ FELON. CONV.X $5.00 =	$ 916.33			
# _____ MISD.CONV. X $3.00 =	$ -			
COUNTY RECORDS PRESERVATION (GC 51.708)			1236-341-10-090-001-0-000	$ 10,407.71
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1236-341-20-090-001-0-000	$ 10,671.91
# _____ CIVIL FILINGS X $5.00 =	$ 6,568.19			
# _____ CRIM CONV. X $22.50 =	$ 4,103.72			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000	$ 6,959.14
# _____ CIVIL FILINGS X $5.00 =	$ 6,570.59			
# - CRIM FILINGS X $2.50 =	$ 388.55			
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00			1239-341-10-090-001-0-000	$ 13,450.56
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00			1240-341-10-090-001-0-000	$ 50.00
LAW LIBRARY FEES (LGC 323.023) @$30.00			1247-341-10-090-001-0-000	$ 30,920.53
OTHER COURT FEES: CRIMINAL CLERK FEE (CCP ART. 102.005)	$ 7,498.09			
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	$ -			
CRIME STOPPERS - ADULT PROBATION DEPT.	$ -			
MOTHERS AGAINST DRUNK DRIVING	$ -			
WOMEN TOGETHER EMERGENCY SHELTER	$ -			
ESTRELLA'S HOUSE	$ -			
ATTORNEY AD-LITEM	$ 250.00			
SUBTOTAL		$ 7,748.09		
LESS: LAW ENFORCEMENT LAB COSTS		$ -		
LESS: CRIME STOPPERS		$ -		
LESS: MOTHERS AGAINST DRUNK DRIVING		$ -		
LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ -		
LESS: ESTRELLA'S HOUSE		$ -		
LESS: ATTORNEY AD-LITEM		$ (250.00)		
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000	$ 7,498.09

7.17.14 7/17/14

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 2 OF 3
FOR THE MONTH OF MAY 2014

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 22,965.08
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 6.64
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 18.29
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-	1100-207-20-000-011-0-000	$ 1.17
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 0.67
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 8.82
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 109.69
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-	1100-207-20-000-017-0-000	$ 1,065.55
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/89 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 41.39
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 6.65
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 935.98
TABC: @ $35.00		1100-207-20-000-020-0-000	$ 23.47
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(e)(3) $50.00)		1100-207-20-000-030-0-000	$ 818.51
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 611.57
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 795.78
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 91.37
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 112.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178) AFTER 6/15/07		1100-207-20-000-055-0-000	$ 3,913.00
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-036-0-000	$ 2,300.24
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 276.75
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 2,622.89
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 506.34
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 334.94
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ 95.18
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 1,371.39
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 274.27
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 411.42
E-FILING COST ON CONVICTION FEE (GC 102.0415) 9/1/13 @ $5.00		1100-207-20-000-071-0-000	$ 448.47
TEXAS HOME VISITING PROGRAM CONTRIBUTIONS @$5.00		1100-207-20-000-074-0-000	$ 5.00
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 600,230.56

TOTAL CASH RECEIVED			$ 610,373.32
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 600,230.56		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMENTS	$ 11,731.87		
TOTAL DISBURSEMENTS			$ 611,962.43
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ (1,589.11)

PROOF:

AMOUNT RECEIVED:		$ 6,999.76
AMOUNT LIQ.:		$ (8,738.87)
CRIME STOPPERS (ADULT PROBATION):		$ -
LAW ENFORCEMENT LAB COSTS (DPS):		$ -
MOTHERS AGAINST DRUNK DRIVING		$ -
WOMEN TOGETHER EMERGENCY SHELTER		$ -
ESTRELLA'S HOUSE		$ -
ATTORNEY AD-LITEM		$ 250.00
ADULT PROBATION:		$ -
SHORTAGE/OVERAGE	5/23/14 short due to Counterfeit $100 bill	$ (100.00)
NET AMOUNT		$ (1,589.11)

6/2/14

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF MAY 2014

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	05/21/14	42786	$ 48,642.39	175735
CIVIL2)	05/22/14	42791	$ 112,029.36	175909
CIVIL3)	05/27/14	42803	$ 102,255.20	175908
CIVIL4)	06/10/14	42946	$ 83,100.81	~~-~~ 176202
CIVIL5)	06/10/14	42948	$ 98,696.72	~~-~~ 176206
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	05/21/14	42787	$ 17,813.75	175736
CRM2)	05/15/14	42776	$ 21,634.75	175511
CRM3)	05/15/14	42775	$ 14,414.50	175513
CRM4)	05/21/14	42788	$ 22,906.35	175737
CRM5)	05/22/14	42790	$ 14,207.00	175738
CRM6)	05/27/14	42795	$ 19,623.25	175910
CRM7)	06/10/14	42945	$ 11,707.00	~~-~~ 176203
CRM8)	06/10/14	42944	$ 21,706.90	~~-~~ 176204
CRM9)	06/10/14	42943	$ 11,492.58	~~-~~ 176205
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			$ 600,230.56	

PREPARED BY: D. Dominguez 6/11/14
BOOKKEEPER / DATE

REVIEWED BY: Norma D. Mata 6/11/14
ACCOUNTANT DATE

INTERNAL AUDITOR DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Willy Vera 6/11/14
DISTRICT CLERK OR DESGINEE SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

AI-45640 **Comm. Court Executive Office 6. A.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:

*Enterprise Products Company: EPCO to install a new 2" custody meter w/OPP, EFM, Polling, Comm., Solar & Battery pack at the east side of Jara China Rd. and EPCO to bore Jara China Rd., install a 2" P/L to EPCO specs and install a 2" hot tap on our Dan Hughes 10" P/L and make tie-ins.

BACKGROUND

Attachments

Pct3-Jara China Rd

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/24/2014 02:00 PM
Obdett Calzada	Obdett Calzada	07/25/2014 04:48 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Rebecca Gomez Started On: 07/23/2014 08:29 AM

Final Approval Date: 07/25/2014

REVISED JANUARY 2014

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 29th day of July, 2014 does by these presents GRANT, GIVE AND RELINQUISH TO:
Enterprise Products Company hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed PVC of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- EPCO to install a new 2" custody meter w/OPP,EFM, Polling, Comm., Solar & Battery pack at the east side of Jara China Rd. and EPCO to bore Jara China Rd., install a 2" P/L to EPCO specs and install a 2" hot tap on our Dan Hughes 10" P/L and make tie-ins.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 2" line along the above described public road being conditioned that Permittee agrees that:

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

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

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

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

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

AI-45649 **Comm. Court Executive Office 6. B.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 plan hardship withdrawal request for the following employee #050229

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 11:39 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Monica Badillo Started On: 07/23/2014

Final Approval Date: 07/25/2014

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer #050229

Participant Name [redacted]

Address 506 [redacted] BURG TX

Social Security No [redacted] Daytime Phone No. [redacted]

SECTION I – Hard

I understand that this [redacted] to financial hardship [redacted] the withdrawal is nec [redacted] eavy financial need. [redacted] distributions, other th [redacted] ship, and all other non [redacted] me under the Plan, a [redacted] y the Company. I und [redacted] taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requeste [redacted] .00

Total amount defer [redacted]

Have you ever take [redacted] N/A

I hereby request a [redacted] ements above and understand the ta [redacted] ccounts, make the withdrawal based [redacted] are may be a fee charged to my acc [redacted]

PARTICIPANT SIGNATURE X _____ Date 7/22/14

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-45586 **Tax Refunds 7. A.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
A1800.99.038.0008.19	Rojas Heavy Equipment Llc	$8,414.63
F6350.04.000.0014.00	Corelogic	$4,618.46
L0250.00.035.0001.01	Valley Land Title Company	$2,587.21
M2240.00.000.0001.01	McAllen Associates	$4,862.40
S2770.02.000.0030.00	Corelogic	$4,977.38

BACKGROUND

Attachments

CommCourt07292014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 10:34 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

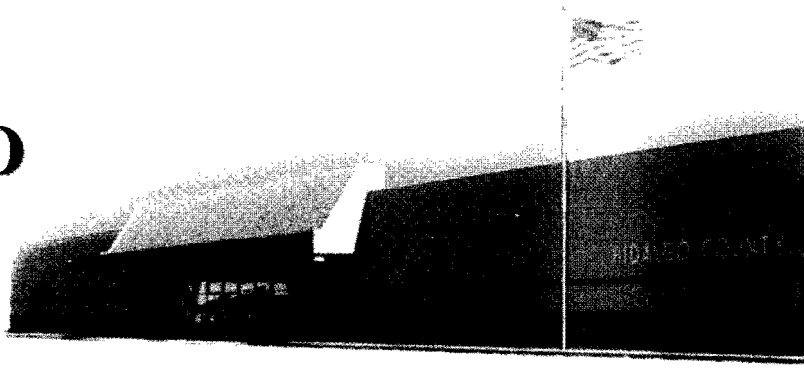
Form Started By: Norma Briones Started On: 07/18/2014 10:16 AM

Final Approval Date: 07/25/2014

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

July 16, 2014

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

Our office has determined that the attached application(s) for a tax refund over $2,500.00 dollars is(are) erroneous and/or excessive. The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as required by Property Tax Code Section 31.11, Refunds of Overpayments or Erroneous Payments.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal, Jr., RTA

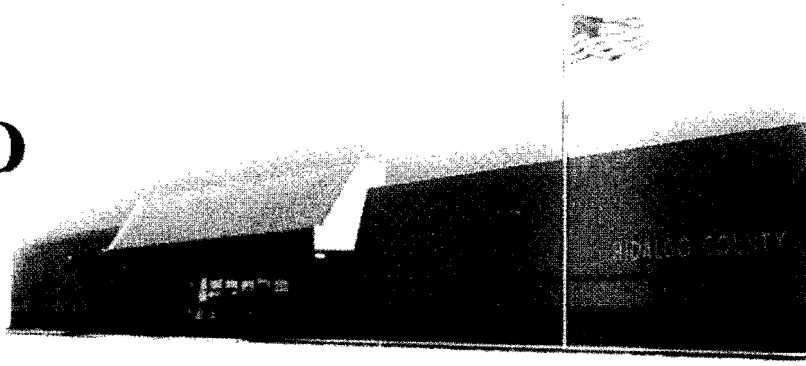
nlr

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
A1800.99.038.0008.19	ROJAS HEAVY EQUIPMENT LLC	$8,414.63
F6350.04.000.0014.00	CORELOGIC	$4,618.46
L0250.00.035.0001.01	VALLEY LAND TITLE COMPANY	$2,587.21
M2240.00.000.0001.01	MCALLEN ASSOCIATES	$4,862.40
S2770.02.000.0030.00	CORELOGIC	$4,977.38

PABLO (PAUL) VILLA
Hidalgo County Tax Assesso
PO BOX 178 EDINBURG, TX 785-[illegible]

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/15/2014

ROJAS HEAVY EQUIPMENT LLC
240 FRONTAGE STREET
ALAMO , TX 78516

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 7/8/14

Account Number
A1800-99-038-0008-19
HCAD No. 20827476

Legal Description of the Property
INVENTORY SUPPLIES FURNITURE FIXTURES EQUIPMENT AT 240 E FRONTAGE (EXPWY 83)
SEE A1800-93-038-0008- / NEW ACCT 2011

240 E FRONTAGE (EXPWY 83) 78516
OWNER: ROJAS HEAVY EQUIPMENT

2013 OVERAGE AMOUNT $8,414.63

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE, 56: DONNA ISD

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number (956) 787-8778
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year _____ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account	
	☐ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☐ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE [signature]	Date of application 5-7-14
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [signature]	Date: 7/14/14
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: [signature]	Date: 5/20/14

This application must be completed, signed, and submitted with supporting documentation to be valid.

5/28

v1.15

ATTN: CLAUDIA SALINAS (6/9) 4th REQUEST:
GARZA 8305419

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RAMIREZ MARCO A (PAID BY: CORELOGIC) &

Present mailing address *(number and street)*
600 CARDINAL AVE 4

City, town or post office, state, ZIP code
MCALLEN, TX 78504 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): FOX RUN #4 LOT 14

Step 2: Describe the property

Address or location of property: 600 CARDINAL AVE

544247 &

Account number of property: F6350.04.000.0014.00 &

Tax receipt number: OR 24756993

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2013 4	12/30 / 2013	$ 4618.46	$ 4618.46 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4618.46 A

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER LOANCARE PAID IN ERROR

NEED TO APPLY TO ACCT #F6350.04.000.0003.00/544236

SP

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature of applicant: Deborah Johnson *** LIVE SIGNATURE (4th) — Date of application for tax refund: 6-10-14

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☐ Disapproved

SCANNED JUL 14 2014 BWA

AUDITED BY: THE HIDALGO DATE: (4) 7/7/14 LC 7/14/14

sign here — Authorized official: [signature] — Date: 7/14/14

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*: [signature] — Date: 6/19/14

7/2

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
SAUCEDA CARLOS & EMMA PAID BY: VALLEY LAND TITLE COMPANY-WESLACO 4

Present mailing address *(number and street)*
406 NORTH AVE 4

City, town or post office, state, ZIP code
DONNA, TX 78537 4

Phone *(area code and number)*
956-975-6468

Legal description (or attach copy of the tax bill or tax receipt): LOTT,TOWN & IMPROVEMENTS E64.40'W238.80'-S240.45'-LOT 1 R/S BLKS 35-42 0.355 AC NET

Step 2: Describe the property

Address or location of property: 406 NORTH AVE

206004 4

Account number of property: L0250.00.035.0001.01 4

Tax receipt number: OR 25877964

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2013 4	02-24 / 2014	$ 2587.21	$ 2587.21 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2587.21 4

Taxpayer's reason for refund *(attach supporting documentation)*: PD/ERROR AS PER VALLEY LAND TITLE. CORRECT ACCT#L0250.00.035.0002.05 ALREADY PD. REFUND TITLE CO.

JN

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here 4 Signature Valley Land Title Company Ltd. Susan Meeder

Date of application for tax refund 6-2-14

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO
DATE 6/7/14

sign here 4 Authorized officer

Date 7/14/14

sign here 4 Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 6/13/14

6/10

PABLO (PAUL) VILLARREAL JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/07/2014

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 1/8/14
1/14/14

1801 S. 5th, Suite #103A
McAllen TX 78503

MCALLEN ASSOCIATES
PO BOX 3125
MCALLEN , TX 78502-3125

Account Number
M2240-00-000-0001-01
HCAD No. 230473

Legal Description of the Property
MCALLEN METHODIST HOSPITAL S
471'-N1140.68'-E183' OF W261.8' OF LOT
1

1801 S 5TH ST
OWNER: MCALLEN MEDICAL CENTER

2013 OVERAGE AMOUNT $4,862.40

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name McAllen Associates	Relationship to Property Owner Owner
	Mailing Address 1801 S 5th Suite #103A	Daytime Telephone Number 956-821-2762
	City, State, Zip Code McAllen TX 78503	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2013 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer $58,884.14	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed 4,862.40	
Step 5: How should the refund be processed?	X Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application 3/13/14
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By:	Date: 1/14/14
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By: Paul Villarreal	Date: 5/12/14

This application must be completed, signed, and submitted with supporting documentation to be valid.

v1.15

5/28

1062

PABLO (PAUL) VILLARREAL JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/03/2014

Account Number
S2770-02-000-0030-00
HCAD No. 574398

Legal Description of the Property
SHARY FOREST II LOT 30

3100 WOODFAIR CT

OWNER: DUENAS OSCAR & CARMEN

2013 OVERAGE AMOUNT $4,977.38

CORELOGIC
1 CORELOGIC DR
MAIL CODE: 4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 7/14/14

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name CitiMortgage	Relationship to Property Owner
	Mailing Address PO BOX 23089	Daytime Telephone Number
	City, State, Zip Code Rochester, NY 14692	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2013 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	$5,015.98
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	$4,977.38
Step 5: How should the refund be processed?	Mail to Property Owner	
	✓ Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Colleen Summers	Date of application 4/24/2014
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By:	Date: 7/14/14
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By:	Date: 5/12/14

This application must be completed, signed, and submitted with supporting documentation to be valid.

5/28

v1.15

AI-45533 **Membership Dues 8. A.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender's (1282):
Requesting approval to pay membership dues to the Hidalgo County Bar Associationin the amount of $75.00 (Requisition #260260)for Jennifer Narvaez, Deputy Public Defender, with the authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the Auditors.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1282-412-30-085-004-4-xxx

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

BUDGETARY IMPACT:

Funds available through Req. #260260.

Attachments

Membership Due

Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 02:02 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Patti Loya Started On: 07/16/2014 09:17 AM

Final Approval Date: 07/25/2014

A.I. 45533
Reg. # 260260

HIDALGO COUNTY BAR ASSOCIATION

ANNUAL MEMBERSHIP DUES STATEMENT (June 2014 – May 2015)

*To be a **member of the HCBA** you must be a licensed attorney in good standing with the State Bar of Texas and/or any other state where the attorney is licensed and you must **maintain an office or residence in Hidalgo, Cameron, Willacy, or Starr Counties.** Associate membership is available to attorneys who do not maintain an office or residence in Hidalgo, Cameron, Willacy or Starr Counties. In submitting for membership, you are confirming that you meet these requirements.*

*Pay your HCBA membership dues online on the Membership Page of the HCBA website www.hidalgobar.org , or complete your information below and mail in the completed form to 314 S. Closner, Edinburg, Texas 78539, along with your **check payable to the Hidalgo County Bar Association.** Contributions and gifts to the HCBA are not deductible as charitable contributions for federal income tax purposes. You may make optional charitable, tax deductible contributions directly to the Hidalgo County Bar Foundation. Dues may be deductible as an ordinary and necessary business expense.*

NAME & ADDRESS

Ms. Jennnifer A. Narvaez **SBN: 24041563**
Hidalgo County Public Defender's Office
100 E. Cano, Ste. 206
Edinburg, TX 78539

Work Phone: 9562927040 Fax: **Date of Birth:** 6/15/78 **Year Licensed :** 2003

Email: jennifer.narvaez@co.hidalgo.tx.us Publish my email in HCBA online Directory
Updates/Corrections (*please do not forget to include your Email address*): _____

MEMBERSHIP CATEGORY *(Dues payment deadline is July 31st. Include a $10.00 late fee if paid after July 31st.)*

___	Attorney in Private Practice/ Firm	$100.00
___	Attorney Employed Full Time for a Public Interest, Not for Profit Agency	$ 75.00
✓	Attorney Employed Full Time by City, County, State, or Federal Government	$ 75.00
___	Emeritus Member (attorney 75+ years of age or practicing at least 50 years)	$ 0.00
___	Attorney Licensed ***after*** 01-01-14	$ 0.00
___	HCYLA and HCBA Combo (membership with HCYLA must be paid)	$ 65.00
___	Associate Member (An attorney who does not maintain an office or residence in Hidalgo, Cameron, Willacy or Starr Counties)	$100.00

SECTION MEMBERSHIP *(must be a member of the HCBA)*

___**All Law Sections** *(all inclusive membership entitles members to join all sections, excluding the Senior Section)*
(Please check off all law sections for which you want to join and receive meeting notices for.) **$100.00**

Individual Memberships: ***If not paying the $100.00 for all law sections, each individual law section costs $25.00, except for the Senior Section.***

___Appellate Law CLE Section	$ 25.00
___Criminal Law CLE Section	$ 25.00
___Estate Planning & Probate Law CLE Section	$ 25.00
___Family Law CLE Section	$ 25.00
___General Civil Law CLE Section	$ 25.00
___Real Estate Law CLE Section	$ 25.00
___Women's Bar Section	$ 25.00
___ Senior Lawyers Section Membership: *Must have practiced at least 25 years or be over 65 years of age.*	$15.00

PRACTICE AREAS *(select 5 only)*

Administrative & Public Law	Criminal (prosecutor)	Law Office Management
Admiralty & Maritime Law	Elder Law	Litigation
Antitrust & Trade Regulation	Entertainment & Sports Law	Malpractice & Professional Liability
Appellate Practice & Advocacy	Environmental & Natural Res. Law	Mediation/ADR
Aviation Law	Estate Planning & Probate	Mediator
Banking Law	Family Law	Military Law
Bankruptcy Law	Government Contracts Law	Municipal & Governmental Law
Business Law	Guardianship Law	Oil, Gas & Mineral Law
Civil Liberties	Health Law	Personal Injury & Compensation
Communications & Media Law	Immigration & Naturalization Law	Real Estate
Constitutional Law	Insurance Law	School Law
Construction Law	Intellectual Property Law	Securities Regulation Law
Consumer Law	International Law	Taxation Law
Corporate	Judicial	Transactional
Creditor/Debtor Law	(Juvenile Law)	Transportation Law
(Criminal (defender))	Labor & Employment Law	Other: _____

Please consider a donation to your Hidalgo County Bar Foundation. The HCBF is the charitable arm of the HCBA and provides support to all of the programs listed below. Without the generous support of our donors, these programs would not be possible. Donations of any amount are greatly appreciated.
Thank you, The HCBF Board of Directors

Your Donation:

HIDALGO COUNTY BAR FOUNDATION

*I am enclosing a charitable, tax deductible, donation to the **Hidalgo County Bar Foundation** in the following amount:*

$1,000__ $500__ $250__ $100__ $50__ Other - $_____

Payment method: **___cash ___check ___credit card**

Credit Card Information: **____ American Express ____ Master Card ____ Visa ____ Discover**

Credit Card Number _____ CVV No. (Security Code) _____

Exp. Date _____ Amount $_____ **Signature _____**

Your donation to the HCBF supports the following programs:

- ***Celebrate Freedom Courthouse Tours and Classroom Speaker* Bureau** is an educational program held in November of each year. Communities across Texas celebrate our system of justice through educational activities aimed at emphasizing the third branch of government and its important role in ensuring democracy and equality. During ***Celebrate Freedom*** week volunteer lawyers and judges (in conjunction with the Hidalgo County Bar Association, the HCBF, and the State Bar of Texas) educate the public and students about the justice system and the crucial role of lawyers, judges and juries. Also discussed is the significance of the judicial branch of government and its impact on the daily life of every Texan.
- ***Community Justice Program (CJP)*** has a mission to provide equal access to justice impoverished residents of the Rio Grande Valley by matching those in need of legal assistance with volunteer attorneys who have agreed to represent them without charge. The CJP volunteer attorneys have assisted countless poor families with legal problems.
- ***Hidalgo County Bar Foundation Public Service Fund*** is a program offering grant opportunities to other non-for-profit, charitable, and educational organizations.
- ***Hidalgo County Bar Foundation Elizabeth "Lisa" M. Garcia Law School Scholarship*** offers a scholarship opportunity to the Hidalgo County college seniors who will be attending law school. The HCBF awards a $1,500 scholarship.
- ***Holiday Toy Drive*** donates funds for the purchase of toys for under-represented age groups. The organizations supported through our toy drive deliver hundreds of toys to area underprivileged children who otherwise might not get toys for Christmas. This year the HCBF benefited over 420 children living in Hidalgo County Colonias.
- ***Law Day*** is an educational program that is held in May of each year. The HCBF coordinates and orchestrates educational programs in Hidalgo County schools including photo, poster, and essay contests. The winning entry of each category is sent to the State Bar of Texas for competition with other entries from around the state. At the state competition level, the top three entries in each category are awarded cash awards.
- ***Mock Trial Competitions*** is an educational program conducted each year in partnership with the State Bar of Texas and Region One Education Service Center. High school students are challenged to develop good communication and critical thinking skills, to experience examination and cross-examination of clients, and to generate opening and closing statements. Opportunities for scholarship awards for winning teams exist at the regional, state and national competitions. This year the HCBF awarded a total of $4,000 to Mock Trial Teams from UTPA and local high schools.
- ***"Fiesta de Gracias" Thanksgiving Food Drive*** supports local food banks and economically disadvantaged families by conducting law office and county office food drives and by making monetary donations. This year the HCBF raised $8,000 and benefited over 650 families.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jennifer A. Narvaez, do hereby state that membership in the Hidalgo County Bar Assocociation, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☒ To obtain statutorily required continuing professional education.
☒ To obtain continuing education necessary to maintain a license or certification.
☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that Hidalgo County Bar Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 7/16/2014
TITLE: Deputy Public Defender

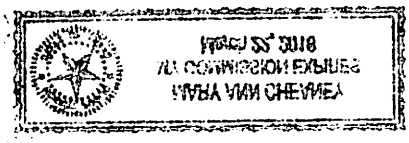
Before me Mary Ann Cheaney, a Notary Public, appeared Jennifer Narvaez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) MARY ANN CHEANEY
MY COMMISSION EXPIRES
March 22, 2016

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012



AI-45541 **Membership Dues 8. B.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept. (1100):
Requesting approval of 2014 membership dues to the Texas Jail Association for Sergeant Ruben Turrubiates in the amount of $30.00. (Requisition #260191) with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The Texas Jail Association's main objective is to provide a distinct and unified voice for correctional officers working in local jails. TJA's - membership is comprised of Jail Administrators, Correctional Officers, Sheriffs, Support Staff and other interested parties of the corrections profession in Texas.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition #260191.

Attachments

AFFIDAVIT & INVOICE

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/16/2014 11:26 AM
Budget & Management	Debbie Tamez	07/16/2014 01:49 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Virginia Rodriguez Started On: 07/16/2014 11:09 AM

Final Approval Date: 07/25/2014

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RUBEN TURRUBIATES, do hereby state that membership in the TEXAS JAIL ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 7-10-2014
TITLE: SERGEANT

Before me VIRGINIA RODRIGUEZ, a Notary Public, appeared RUBEN TURRUBIATES, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

VIRGINIA RODRIGUEZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP 3/8/16

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

INVOICE

DATE: July 10, 2014

Hidalgo County Sheriff's Office
ATTN:Accounts Payable
PO Box 1228
Edinburg, TX 78540

Jail Management Issues
San Luis Resort, Spa,
& Conference Center
Galveston, Texas
August 25-28, 2014

DESCRIPTION	QUANTITY	PRICE	TOTAL OWED
Membership Fee *Ruben Turrubiates*	1	30.00	30.00
		TOTAL OWED	$ 30.00

Please notify us of any changes to those persons attending should you have any.

If you have any questions, please call
Sharese Hurst at (936) 294-1687. Thank you.

Please make check payable to Texas Jail Association.
The check can be mailed to the following address:
Texas Jail Association
Sam Houston State University
George Beto Criminal Justice Center
Huntsville, Texas 77341-2296

- Cancellations must be *made in writing* and received by the Correctional Management Institute of Texas at Sam Houston State University no later than August 12, 2013, in order for a full refund.
- The Correctional Management Institute of Texas reserves the right to retain or collect fees in full for those who fail to cancel prior to the conference or for those who fail to attend.

Requisition
HIDALGO COUNTY JAIL

Req # 00260191
PO #
Date: 07/15/14

Bill To: x
x

Vendor : 165158
TEXAS JAIL ASSOCIATION
SAM HOUSTON STATE UNIVERSITY
BOX 2296
HUNTSVILLE TX 77341-2296
FAX (936)294-1671

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	MEMBERSHIP DUES FOR SGT. RUBEN TURRUBIATES FOR THE TEXAS JAIL ASSOCIATION	30.00	30.00
		Account No	Encumbrance	
		4-1100-423-21-280-002-0-810	30.00	
			Freight	.00
			Total	30.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-45660 **Membership Dues 8. C.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff Dept. (1100):
Requesting approval of 2014 membership dues for the Texas Narcotic Officers Association for Deputies Eulalio Cortez and Joel Quintanilla for the amount of $40.00 each (requisition #260699) with authority for the County Treasurer to issue check after review, audit, and processing prcedures are completed by the County Auditor.

BACKGROUND

The Texas Narcotic Officers Association is an organization whose primary duty is the enforcement of drug laws in the state of Texas.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition #260699.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/23/2014 02:56 PM
Budget & Management	Debbie Tamez	07/23/2014 04:18 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Myra Montoya Started On: 07/23/2014 02:33 PM

Final Approval Date: 07/25/2014

TEXAS NARCOTIC OFFICERS ASSOCIATION
INVOICE

07/17/2014 PO Number _____

TO: Hidalgo County Sheriff's Office
P O Box 1228
Edinburg, Texas 78540

#	Description	Unit Price	Amount Due
2	2014 TNOA Conference Fees	$280.00	$560.00
2	2014 TNOA Membership Fees	$ 40.00	$ 80.00

OFFICER JOEL QUINTANILLA
OFFICER EULALIO CORTEZ

TOTAL AMOUNT DUE: **$640.00**

Texas Narcotic Officers Association Tax ID # 74 1671368

Please make check payable to: Texas Narcotic Officers Association
1790 N. Lee Trevino Ste #505
El Paso, Texas 79936

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, EULALIO CORTEZ, do hereby state that membership in the TEXAS NARCOTIC OFFICE ASSOC., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

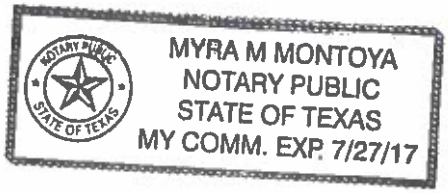
FOR STATEWIDE ASSOCIATIONS ONLY

I further state that TNOA is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: E — C III DATE: 7-23-14
TITLE: DEPUTY SHERIFF

Before me MYRA M. MONTOYA, a Notary Public, appeared EULALIO CORTEZ, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)



Myra M. Montoya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JOEL QUINTANILLA, do hereby state that membership in the TEXAS NARCOTIC OFFICE ASSOC., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that TNOA is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 11-23-14
TITLE: DEPUTY SHERIFF

Before me MYRA M. MONTOYA, a Notary Public, appeared JOEL QUINTANILLA, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

Myra M. Montoya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-45522 **Auditor's Office 9. A.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Reports for the Months of May and June 2014.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 01:20 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Alvaro Chuc Started On: 07/15/2014 09:23 AM

Final Approval Date: 07/25/2014

AI-45707 **Budget and Management 10. A.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Budget & Management-Budget Division

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to County Wide Administration-Contingency.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: SEE BELOW

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

BUDGETARY IMPACT:

Refer to attached lapsed salaries sweep worksheet for funding sources and availability of funds (as of 07-25-14).

Attachments

sweep

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	07/25/2014 04:39 PM
Budget & Management	Debbie Tamez	07/25/2014 04:44 PM
Obdett Calzada	Obdett Calzada	07/25/2014 04:48 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Rosie Cantu Started On: 07/25/2014

Final Approval Date: 07/25/2014

Hidalgo County

Department of Budget & Management

4TH SALARIES SWEEP, OBJ. 113
AS OF WEDNESDAY, JULY 25, 2014

			Amounts based on BAP Salary Schedule			ALIO	
Account No.	Department Name	Obj. Code	2014 Approved Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*12.3)	Obj. 113 Available Balance as of 07-25-14	Salary Sweep (Obj. 113)
110041200031001	MASTER COURT	113	$88,070.00	3,387.31	41,663.88	41,325.12	338.76
110041200032001	MASTER CRT II	113	$88,070.00	3,387.31	41,663.88	41,325.12	338.76
110041200055001	CHILD PROTECTIVE COURT	113	$70,343.00	2,705.50	33,277.65	34,538.00	(1,260.35)
110041200061001	JP PCT 1/PL 1	113	$159,809.00	6,146.50	75,601.95	76,713.45	(1,111.50)
110041200064001	JP PCT 2/PL 2	113	$125,819.00	4,839.19	59,522.07	60,549.34	(1,027.27)
110041200065001	JP PCT 3/PL 1	113	$151,035.00	5,809.04	71,451.17	72,770.34	(1,319.17)
110041200068001	JP PCT 4/PL 2	113	$340,664.00	13,102.46	161,160.28	165,192.40	(4,032.12)
110041200069001	JP PCT 5/PL 1	113	$125,819.00	4,839.19	59,522.07	60,549.34	(1,027.27)
110041200080002	CRIM DA	113	$4,849,441.00	186,516.96	2,294,158.63	2,300,967.44	(6,808.81)
110041200080013	DA CIVIL LITIGATION	113	$268,771.00	10,337.35	127,149.36	127,203.26	(53.90)
110041200090001	DIST CLERK	113	$2,133,107.00	82,042.58	1,009,123.70	1,010,062.81	(939.11)
110041230085003	PUBLIC DEFENDER	113	$593,172.00	22,814.31	280,615.98	280,685.85	(69.87)
110041300110006	CO JUDGE	113	$658,032.00	25,308.92	311,299.75	312,471.95	(1,172.20)
110041300110077	PUBLIC AFFAIRS	113	$190,301.00	7,319.27	90,027.01	90,307.91	(280.90)
110041300125001	EXECUTIVE OFFICE	113	$448,641.00	17,255.42	212,241.70	213,477.05	(1,235.35)
110041500200001	INFORMATION TECHNOLOGY	113	$958,685.00	36,872.50	453,531.75	455,319.39	(1,787.64)
110041514115001	BUDGET & MANAGEMENT	113	$862,741.00	33,182.35	408,142.86	409,875.45	(1,732.59)
110041515140001	TAX OFF	113	$4,340,058.00	166,925.31	2,053,181.28	2,059,513.43	(6,332.15)
110041516150001	CO TREASURER	113	$487,248.00	18,740.31	230,505.78	230,800.55	(294.77)
110041518160001	PURCHASING	113	$1,092,936.00	42,036.00	517,042.80	518,518.02	(1,475.22)
110041540180001	CO CLERK	113	$2,082,291.00	80,088.12	985,083.82	988,000.14	(2,916.32)
110041550190002	HUMAN RESOURCES	113	$375,412.00	14,438.92	177,598.75	178,847.83	(1,249.08)
110041910210001	PLANNING DEPT	113	$694,591.00	26,715.04	328,594.97	330,874.71	(2,279.74)
110041940220001	FACILITIES MANAGEMENT	113	$2,685,038.00	103,270.69	1,270,229.52	1,275,914.25	(5,684.73)
110041950125003	SAFETY	113	$572,208.00	22,008.00	270,698.40	272,846.82	(2,148.42)
110042100080003	AUTOPSIES	113	$82,560.00	3,175.38	39,057.23	39,298.71	(241.48)
110042100125011	TX DPS	113	$138,642.00	5,332.38	65,588.33	65,757.43	(169.10)
110042100280001	SHERIFF	113	$14,960,042.00	575,386.23	7,077,250.64	7,101,153.51	(23,902.87)
110042100291001	CONSTABLE PCT.1	113	$623,618.00	23,985.31	295,019.28	295,747.35	(728.07)
110042100292001	CONSTABLE PCT.2	113	$518,865.00	19,956.35	245,463.06	245,573.78	(110.72)
110042100293001	CONSTABLE PCT.3	113	$695,951.00	26,767.35	329,238.36	331,029.87	(1,791.51)
110042100294001	CONSTABLE PCT.4	113	$731,865.00	28,148.65	346,228.44	348,022.23	(1,793.79)
110042210300001	FIRE MARSHAL	113	$279,002.00	10,730.85	131,989.41	133,718.69	(1,729.28)
110042300320034	ALTERNATIVE INCARCERATION PRG	113	$210,380.00	8,091.54	99,525.92	99,877.48	(351.56)
110042321280002	JAIL	113	$14,844,275.00	570,933.65	7,022,483.94	7,052,771.37	(30,287.43)
110042900110075	EMERGENCY MANAGEMENT	113	$256,306.00	9,857.92	121,252.45	121,347.23	(94.78)
110043200122001	SANITATION PCT.2	113	$337,610.00	12,985.00	159,715.50	162,703.19	(2,987.69)
110043200123001	SANITATION PCT.3	113	$1,044,233.00	40,162.81	494,002.53	501,662.09	(7,659.56)
110044100340001	HEALTH ADM	113	$1,255,947.00	48,305.65	594,159.54	596,280.81	(2,121.27)
110044100340003	HEALTH CLINICS	113	$2,992,042.00	115,078.54	1,415,466.02	1,430,236.93	(14,770.91)
110044400240001	HUMAN SERVICES	113	$931,279.00	35,818.42	440,566.60	444,091.53	(3,524.93)
110044400360001	CHILD WELFARE	113	$82,594.00	3,176.69	39,073.32	40,143.86	(1,070.54)
110044400370001	VETERAN'S SRV	113	$128,921.00	4,958.50	60,989.55	62,156.55	(1,167.00)
110045200121013	PARKS PCT.1	113	$510,395.00	19,630.58	241,456.10	243,039.38	(1,583.28)
110045200122008	PARKS PCT.2	113	$376,928.00	14,497.23	178,315.94	179,309.50	(993.56)
110045200123008	PARKS PCT.3	113	$410,793.00	15,799.73	194,336.69	197,675.42	(3,338.73)
110045200124009	PARKS PCT.4	113	$333,698.00	12,834.54	157,864.82	160,581.54	(2,716.72)
110046100380001	TX AGRILIFE EXT	113	$176,946.00	6,805.62	83,709.07	81,642.63	2,066.44
110046600122018	PCT 2 CRC - SAN JUAN	113	$121,144.00	4,659.38	57,310.43	57,385.10	(74.67)
	TOTAL	**-**	**$66,486,338.00**	**$2,557,166.85**	**$31,453,152.21**	**$31,599,856.15**	**($146,703.94)**

1100-415-00-115-002-0-899 CO WIDE ADM-CONTINGENCY **$146,703.94**

TOTALS

To sweep lapsed salaries (obj. 113) expenditures to the Co Wide Administration- Contingency account.

AI-45621 **Budget and Management 10. B.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured (2202) Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 07/01-15/2014 in the amount of $46,953.77 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 02:31 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Flora Vazquez Started On: 07/21/2014 11:21 AM

Final Approval Date: 07/25/2014

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

July 16, 2014

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 94119

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 7/1-7/15/14 (Check #517949-518081) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	46,953.77
TOTAL CURRENT CHARGES	$ 46,953.77
Previous Balance Due	$ 87,104.89

Payments and Credits

07/03/14	Payment received - thank you	41,045.42CR
	Total Payments and Credits	$ 41,045.42CR
	Total Balance Due	$ 93,013.24

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1019 to speak with Adriana German or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hildalgo County WC losses paid 7/1-7/15/14

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	52				5,565.78
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	219				41,387.99
					Grand Total:	271				46,953.77

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: July 1-15, 2014.

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 46,953.77 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 07/01-15/2014

(Check# 517949-518081)

1). Hidalgo County	$ 41,387.99
2). Hidalgo County Headstart Program	$ 5,565.78
3). Community Service Agency	
4). Drainage District #1	$ -
Total Reimbursement requested by TRISTAR RISK MANAGEMENT:	$ 46,953.77

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of July 29, 2014 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: $ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ (103,046.23)

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

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Flora Vazquez — Employee Benefits Director — Date: 07/21/2014

Budget Officer — Date: 07/21/2014

Commissioner's Court Approval — Date

AI-45395 **Budget and Management 10. C.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $695,034.07 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/05/14 to 07/18/14.

07/05-11/14	$338,704.01
07/12-18/14	$356,330.06
TOTAL	$695,034.07

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 7/5-11/14

BCBS 7/12-18/14

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 02:26 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Angelica M. Tapia Started On: 07/08/2014

Final Approval Date: 07/25/2014

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **07/05/2014 to 07/11/2014**

SECTION			
0001-0011	HIDALGO COUNTY	$	269,258.14
0002-0012	HEAD START	$	53,090.46
0003-0013	APPRAISAL DISTRICT	$	5,159.42
0004-0014	COMMUNITY SERVICE AGENCY	$	1,503.80
0005-0015	DRAINAGE DISTRICT NO.1	$	5,668.38
0006-0016	RETIREES	$	3,290.16
9001-9002	COBRA	$	1,051.86
	STOP LOSS	$	(318.21)
	TOTAL	$	338,704.01

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **07/12/2014 to 07/18/2014**

SECTION			
0001-0011	HIDALGO COUNTY	$	244,585.39
0002-0012	HEAD START	$	102,002.51
0003-0013	APPRAISAL DISTRICT	$	7,937.34
0004-0014	COMMUNITY SERVICE AGENCY	$	1,127.98
0005-0015	DRAINAGE DISTRICT NO.1	$	2,623.89
0006-0016	RETIREES	$	4,069.05
9001-9002	COBRA	$	(5,534.53)
	STOP LOSS	$	(481.57)
	TOTAL	$	356,330.06

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/05/2014 - 07/11/2014 Process Date: 07/11/2014

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 07/05/2014 - 07/11/2014

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$490,331.83	$269,258.14	$47,654.21	$0.00	$221,603.93	2,137
TX433	01	002	HEAD START	$75,910.03	$53,090.46	$10,450.35	$0.00	$42,640.11	526
TX433	01	003	APPRAISAL DISTRICT	$7,485.11	$5,159.42	$123.05	$0.00	$5,036.37	54
TX433	01	004	COMMUNITY SERVICE	$1,598.80	$1,503.80	$425.86	$0.00	$1,077.94	17
TX433	01	005	DRAINAGE DISTRICT	$8,320.40	$5,668.38	$2,985.82	$0.00	$2,682.56	106
TX433	01	006	RETIREES	$15,345.00	$3,290.16	$988.16	$0.00	$2,302.00	34
TX433	01	007	COBRA	$3,235.15	$1,051.86	$676.52	$0.00	$375.34	12
			STOPLOSS	($318.21)	($318.21)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$602,226.32	$339,022.22	$63,303.97	$0.00	$275,718.25	2,886
			STOPLOSS Total	($318.21)	($318.21)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$601,908.11	$338,704.01	$63,303.97	$0.00	$275,718.25	2,886

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/12/2014 - 07/18/2014 Process Date: 07/18/2014

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 07/12/2014 - 07/18/2014

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$734,917.22	$244,585.39	$63,345.73	$0.00	$181,239.66	2,193
TX433	01	002	HEAD START	$177,912.54	$102,002.51	$17,605.78	$0.00	$84,396.73	650
TX433	01	003	APPRAISAL DISTRICT	$15,422.45	$7,937.34	$2,237.06	$0.00	$5,700.28	93
TX433	01	004	COMMUNITY SERVICE	$2,726.78	$1,127.98	$205.57	$0.00	$922.41	38
TX433	01	005	DRAINAGE DISTRICT	$10,944.29	$2,623.89	$1,133.84	$0.00	$1,490.05	50
TX433	01	006	RETIREES	$19,414.05	$4,069.05	$3,353.15	$0.00	$715.90	28
TX433	01	007	COBRA	($2,299.38)	($5,534.53)	$3.02	$0.00	($5,537.55)	(31)
			STOPLOSS	($799.78)	($481.57)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$959,037.95	$356,811.63	$87,884.15	$0.00	$268,927.48	3,021
			STOPLOSS Total	($799.78)	($481.57)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$958,238.17	$356,330.06	$87,884.15	$0.00	$268,927.48	3,021

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

FOR THE PERIOD OF **July 5, 2014 thru July 18, 2014**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$695,034.07**.

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

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 07/05/2014 to 07/18/2014 is $695,034.07.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of July 29, 2014.

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

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

Flora Vargas
Employee Benefits Director — Date 07/22/2014

Dept. of Budget & Management Budget Officer — Date 07/22/2014

Commissioner's Court Approval — Date

AI-45713 **Purchasing Department 11. A.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 (an increase of $122,445.00) in connection to contract # C-13-178-08-20 with L&G Consulting Engineering, Inc. for the purposes of (Job Specific) Project: "FM 2220 Ware Road" located within Hidalgo County Precinct No. 4.

BACKGROUND

Supp Agreement #1 to WA#1 - C-13-178-08-20 (FM 2220 Ware Road Project)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1315-431-00-124-135-0-841

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

BUDGETARY IMPACT:

Attachments

SA#1 to WA#1-C-13-178-08-20 (FM 2220 Ware Road Project)Pct 4

WA#1-C-13-178-08-20-Pct 4 (FM 2220 Ware Rd Project)

Contract-C-13-178-08-20-L&G Eng (FM 2220 Ware Road Project) Pct 4

interfund - transfer

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/25/2014 05:16 PM
Budget & Management	Debbie Tamez	07/25/2014 05:17 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Letty Saenz Started On: 07/25/2014 05:00 PM

Final Approval Date: 07/25/2014

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES C-13-178-08-20

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, hereinafter called the "**Owner**", and **L&G ENGINEERING**, professional engineers of Mercedes, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 20th day of August, 2013 concerning professional engineering services for the **"FM 2220 (Ware Road)** project from Mile 3 N. (FM 1924) to Mile 5 N. (FM 676) (for the preparation of Environmental Assessment, Public Involvement and complete ROW Map) hereinafter referred to as the "**Project**"; and,

WHEREAS, it has become necessary to amend *"Exhibit B – Services to be provided by the Engineer"* of Work Authorization No. 1, Part 1 of the Agreement – Scope of Work as identified below:

(1) Manage and prepare the Right-of-Way Map to include an additional 23 parcels for an estimated total of 60 parcels and coordinate with Hidalgo County Irrigation District No. 1 to identify their irrigation line easement on the Right-of-Way map and address compensability; and,

WHEREAS, it has become necessary to amend *"Exhibit C – Work Schedule"* of Work Authorization No. 1, Part 5 of the Agreement – Period of Service, to include sufficient time needed for the additional services to be provided.

WHEREAS, it has become necessary to amend *"Exhibit D-1 – Project Fee Schedule and Estimated Manhour Breakdown"* of Work Authorization No. 1, Part 2 of the Agreement – Estimated Cost, to increase the original Work Authorization amount of **$389,100.00** to **$511,545.00**; therefore the amount of **Supplemental No. 2 is $122,445.00**.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Sections of the Agreement, EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER, EXHIBIT "C" – WORK SCHEDULE and EXHIBIT "D-1" – PROJECT FEE SCHEDULE AND ESTIMATED MANHOUR BREAKDOWN, are revised to reflect the above listed modifications of this Supplemental.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2014.

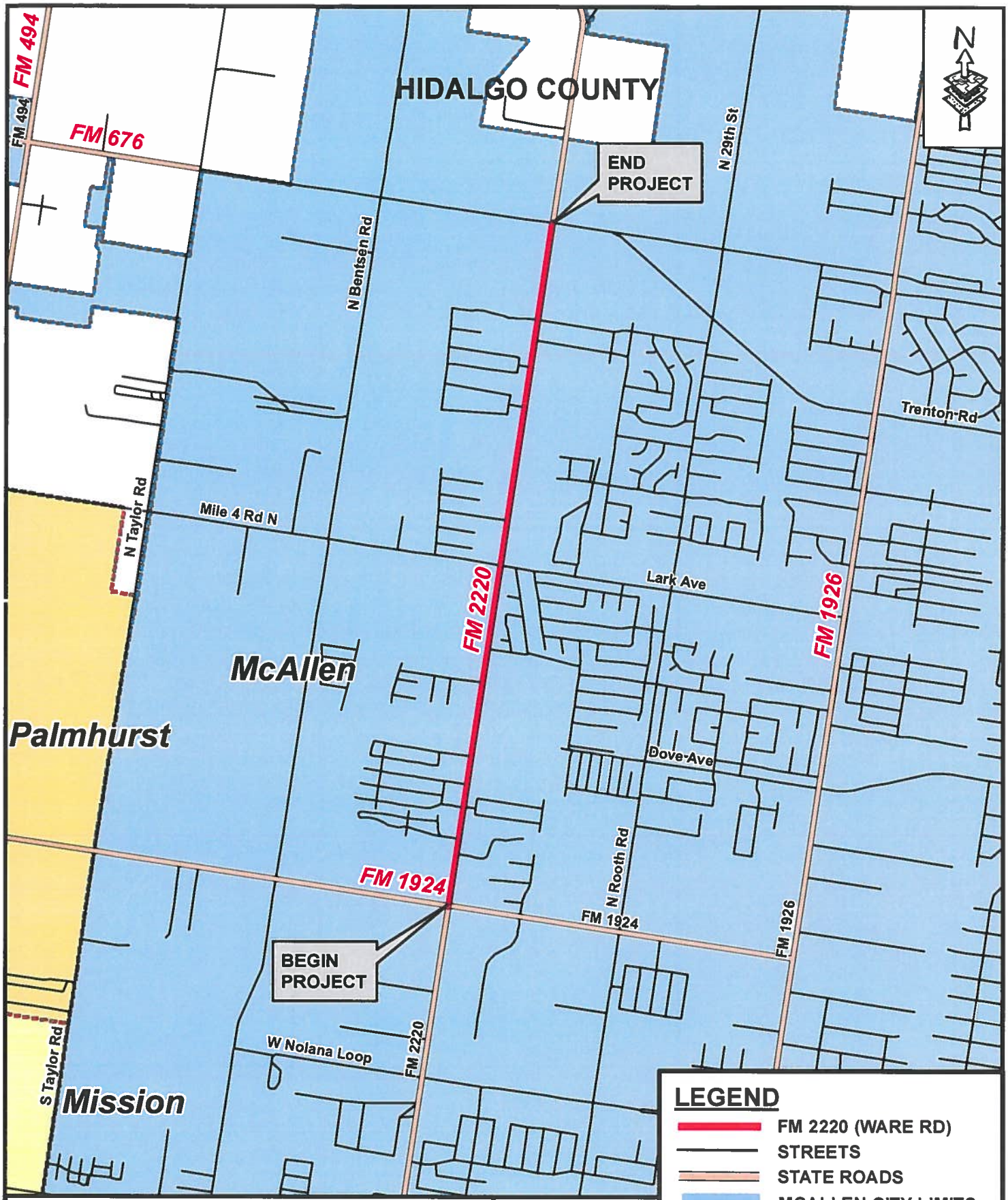
THE ENGINEER:
ENGINEER

BY: _____
Jacinto Garza, P.E., President

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF EXHIBITS:
Location Map
EXHIBIT A – "Services to be provided by County"
EXHIBIT B – "Services to be provided by Engineer"
EXHIBIT C – "Work Schedule"
EXHIBIT D-1 – "Project Fee Schedule and Estimated Manhour Breakdown"



FM 2220 (WARE RD) LOCATION MAP

FROM FM 1924 (MILE 3) TO MILE 5 NORTH
APPROX. PROJECT LENGTH 2.0 MILES

THE COUNTY OF HIDALGO TEXAS

G:\AMAPS\FM2220(WARE_RD)MILE3TOMILE5

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

CITY/COUNTY:	HIDALGO COUNTY PRECINCT #4
CONTROL:	
PROJECT/DESCRIPTION:	MANAGE AND PREPARE ROW MAP (ADDITIONAL 23 PARCELS FOR AN ESTIMATED 60 PARCELS) FOR THE FM 2220 (WARE ROAD) PROJECT
LENGTH:	2.0 MILES
HIGHWAY:	FM 2220 (Ware Road)
LIMITS:	FROM FM 1924 (MILE 3) TO FM 676 (MILE 5)

PROJECT CLASSIFICATION

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- X Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 1
ADDTN'L 23 PARCELS - EST. TOTAL OF 60 PARCELS

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
   The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
   For purposes of this Contract, the following definitions shall apply:
   2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
   2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
   2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
   2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
   2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
   2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
   2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
   2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
   2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
   2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

3. WORK TO BE PERFORMED:

YES N/A 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

YES N/A 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

RIGHT-OF-WAY DATA
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3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

RIGHT-OF-WAY DATA
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3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

RIGHT-OF-WAY DATA
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Services Provided By:
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3.3. Exhibits:
An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES NO 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

YES NO 3.3.2. Parcel Plat:
A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY		
		4.	**DELIVERABLES:** In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	NO	4.1.	An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.
YES	NO	4.2.	A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.
YES	NO	4.3.	Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.
YES	NO	4.4.	Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.
YES	NO	4.5.	A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	NO	4.6.	Records used to establish ownership.
YES	NO	4.7.	ROW and parcel filed notes signed and sealed by a RPLS.
YES	NO	4.8.	Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	NO	4.9.	Items indicated under the Automation Requirements Section 6.
YES	NO	4.10	Completed (Attached) Checklist with submittal of ROW Map etc.

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. **ADHERENCE TO STANDARDS:**
For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
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___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
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Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:
___ Shows **P**.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

TASK AND DESCRIPTION	ENTITY	2013					2014											2015												2016						
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																																					
Environmental Work																																					
County Hires Eng Consultant for EA Work	County																																				
TxDOT's First Public Meeting	TxDOT																																				
TxDOT's Second Public Meeting	TxDOT																																				
EA Document	County																																				
Environmental Decision	TxDOT																																				
ROW Map																																					
ROW Map Development	County																																				
Phase II: ROW Acq (Est. 60 Parcels)																																					
TxDOT Release of ROW																																					
ROW Release	TxDOT																																				
ROW Acquisition																																					
County Acquires ROW (Est. 60 Parcels)	County																																				
Compensable Utilities Adjustment																																					
Adjust Utilities	County																																				
Phase III: Construction																																					
Project Letting																																					
TxDOT Advertise for Letting	TxDOT																																				
Let Project (Est. Earliest Date: May 2016)	TxDOT																		Estimated 24 Months Construction Duration																		

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

Estimated 24 Months Construction Duration

9:25 AM5/6/2014

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE
WARE ROAD PROJECT

ROADWAY PROJECT:	Ware Road	Ware Road
LIMITS:	from Mile 3 to Mile 5	from Mile 3 to Mile 5
EXISTING ROADWAY SECTION:	40' -- Rural	40' -- Rural
EXISTING ROW WIDTH:	80 Varies	80 Varies
PROPOSED ROADWAY SECTION:	6-lane divided urban	6-lane divided urban
PROPOSED ROW WIDTH:	120FT	120FT
ESTIMATED CONSTRUCTION COST (6-lane Urban)	$9,660,000.00	$9,660,000.00
LENGTH FOR 6-LANE ROADWAY FROM MILE 3 TO MILE 5	2.0 Miles	2.0 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*HIDALGO COUNTY*	*CITY OF MCALLEN*	*STATE/MPO*	*HIDALGO COUNTY*	*CITY OF MCALLEN*
WORK AUTHORIZATION NO. 1				**SUPPL. NO. 1 TO WORK AUTH. NO. 1**		
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, ROW MAPPING, DESIGN						
Environmental Assessment with TxDOT	$ -	$ 120,000.00	$ -	$ -	$ -	$ -
Public Involvement for the project (1 Public Meeting)	$ -	$ 25,000.00	$ -	$ -	$ -	$ -
Archeological and Historical Research	$ -	$ 35,000.00	$ -	$ -	$ -	$ -
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ 25,000.00	$ -	$ -	$ -	$ -
Schematic	TxDOT	$ -	$ -	$ -	$ -	$ -
Hydrological Map	TXDOT	$ -	$ -	$ -	$ -	$ -
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	TXDOT	$ -	$ -	$ -	$ -	$ -
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	TXDOT	$ -	$ -	$ -	$ -	$ -
Update Schematic based on FIELD SURVEYS and ROW Map as provided	TXDOT	$ -	$ -	$ -	$ -	$ -
by City of McAllen and provide to TxDOT/County for EA update w/ FHWA	TXDOT	$ -	$ -	$ -	$ -	$ -
Engineering Technical Support at Public Meeting and Hearing for ROW Acquisition Support	$ -	$ 25,000.00	$ -	$ -	$ -	$ -
Complete ROW Map (based on 37 Parcels)	$ -	$ 159,100.00	$ -	$ -	$ -	$ -
SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 1						
Complete ROW Map (based on addtnl 23Parcels) - (Subconsultant)	$ -	$ -	$ -	$ -	$ 73,600.00	$ -
Review revised ROW Map to include an addtnl 23 Parcels (ROW Map, Field Sketches, Field Notes)					$ 12,721.00	
TxDOT schematic identified compensable utilities. Coordinated with the Hidalgo Co. Irrigation Dist. No. 1 to identify where the irrigation lines will need to be relocated before the right-of-way acquisition process					$ 36,124.00	
SUB-TOTAL	$ -	$ 389,100.00	$ -	$ -	$ 122,445.00	$ -
WORK AUTHORIZATION NO. 2						
PHASE II- PS&E and ROW ACQUISITION						
Field Surveys for Design and Construction (Roadway and Outfall)	TxDOT	$ -	$ -			
Right-of-Way Costs - Acq.Services @ (est.60 Parcels @ $13,500/Parcel Avg.)		$ 810,000.00	$ -			
Relocations (2 Residential, 1 Business)		$ 17,000.00				
Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels)		$ 180,000.00	$ -			
Compensable Utilities Management Oversight		$ 240,000.00	$ -			
Estimated Roadway Right-of-Way Land Costs (161,350 sq. ft @ $6/sq ft. (95/5)	$ 919,695.00	$ 48,405.00	$ -			
COMPENSABLE UTILITY COSTS	$ 400,000.00	$ 20,000.00	$ -			
PS&E Development (Roadway and Outfall)	TXDOT		$ -			
PS&E Development for OUTFALL(S)	TXDOT		$ -			
Permitted Utilities Coordination	TXDOT		$ -			
PHASE II- CONSTRUCTION OVERSIGHT						
ROADWAY CONSTRUCTION COST	$ 8,660,000.00	$ -	$ -			
TxDOT Construction Inspection (11%)	$ 1,062,600.00	$ -	$ -			
Eng Consultant Construction Management (Estimated 18 Months)			$ -			
SUB-TOTAL	$ 11,042,295.00	$ 1,315,405.00	$ 1,000,000.00	$ -	$ -	$ -
ESTIMATED GRAND-TOTAL	$11,042,295.00	$ 1,704,505.00	$ 1,000,000.00	$ -	$122,445.00	$ -

Work Authorization No. 1 Phase I	FY 13	$ 389,100.00	ISSUED
Supplemental No. 1 to Work Authorization No. 1	**FY 14**	**$ 122,445.00**	**NOT ISSUED**
Work Authorization No. 2 Phase II & III	FY 15	$ 1,067,000.00	NOT ISSUED
County Costs not included in Work Authorizatio	FY 15	$ 248,405.00	
TOTAL ESTIMATED COUNTY COST:		**$ 1,826,950.00**	
State Estimated Cost			
Local Estimated Cost			
TOTAL ESTIMATED PROJECT COST:		**$13,869,245.00**	
TOTAL ESTIMATED CITY OF MCALLEN CONTRIBUTION:	FY 15	**$ 1,000,000.00**	

Right of Way Estimate based on $6/Sq. Ft and without the benefit of a ROW Map.

Compensable Utility cost is very Preliminary and not part of the Engineering Cost

5/8/2014

SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 1
EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND
MANHOUR BREAKDOWN

FM 2220 (Ware Road) Project
from Mile 3 N (FM 1924) to Mile 5 N (FM 676)

		MANHOURS							
		Senior Project Manager	Project Engineer	Right-of-Way Administrator	Senior Engineer Tech	Admin / Clerical	TOTAL HOURS	Sub-Contract Cost	TOTAL LINE ITEM COST
CONTRACT RATE		215.40	123.54	107.70	79.19	57.02			
SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 1									
PHASE I - ROW MAPPING									
1	Revise ROW Map (an additional 23 Parcels) Subconsultant - R.O.W. Surveying Services, LLC.							$ 73,600.00	$ -
2	Review revised ROW Map to include an additional 23 Parcels (ROW Map, Parcel Sketches, Field Notes)	24	24	24	8	24	104		$ 12,721.36
3	TxDOT's schematic identified irrigation compensable utilities. L&G shall coordinate with the Hidalgo Co. Irrigation District No. 1 to identify where the irrigation lines will need to be relocated before right-of-way	80	121		39	15	255		$ 36,124.05
SUB-TOTAL		**24**	**24**	**24**	**8**	**24**	**104**	**$ 73,600.00**	**$ 48,845.41**

Subtotal Manhour Fee with Sub-Consultant Costs:	$ 122,445.41

Total Project Fee:	$ 122,445.00

Exhibit "D-1"

R. O. W. SURVEYING SERVICES

April 30, 2014

Mr. Jacinto Garza
President/CEO
L&G Engineering
2100 W. Expressway 83
Mercedes, TX 78570

RE: **Proposal FNC 130**
ROW Map, Parcel Surveys, Metes and Bounds Descriptions, and Title Reports
FM 2220 (Ware Road) Project
Limits: from Mile 3 N (FM 1924) to Mile 5 N (FM676)

Dear Mr. Garza,

As discussed, the following is a cost estimate for the above mentioned project:

FNC 130 ROW Mapping:	23 parcels	@ $3200/parcel= $ 73,600
		Total = $ 73,600

Let us know at your convenience when you and/or Ms. Velma Garcia are available to discuss this project. If you require more information or have any questions please contact me at your convenience.

Sincerely,

Julio Cerda, P.E.
R. O. W. Surveying Services, LLC

cc: Velma Garcia, Project Manager, L & G Engineering

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-178-08-20
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of Environmental Assessment, Public Involvement and complete ROW Map for the FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 389,100.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **3-1315-431-00-124-135-0-841**
Requisition Number **240672 (MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – Project Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on August 20, 2013 as indicated below.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia,
County Judge

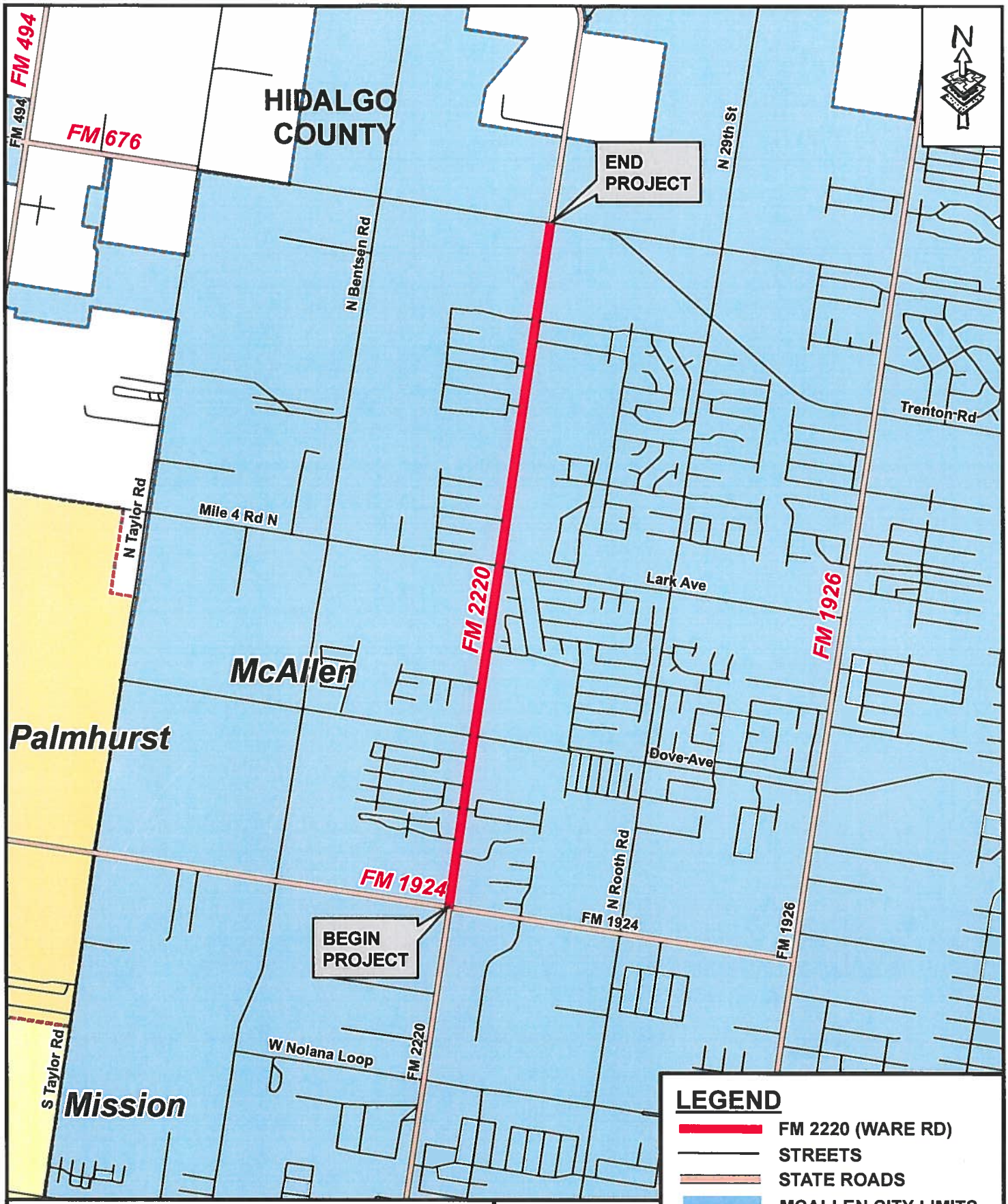
ATTEST:

By: Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 8/20/13 RO

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Project Work Schedule
Exhibit D-1 – Estimated Project Fee Schedule and Man-hour Breakdown



FM 2220 (WARE RD) LOCATION MAP

FROM MILE 3 (FM 1924) TO MILE 5 (FM 676)
APPROX. PROJECT LENGTH 2.0 MILES

THE COUNTY OF HIDALGO TEXAS

G:\AMAPS\FM2220(WARE_RD)MILE3TOMILE5

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

CITY/COUNTY:	HIDALGO COUNTY PRECINCT #4
CONTROL:	
PROJECT/DESCRIPTION:	EA, PUBLIC INVOLVEMENT AND COMPLETE ROW MAP FOR THE FM 2220 (WARE ROAD) PROJECT
LENGTH:	2.0 MILES
HIGHWAY:	FM 2220 (Ware Road)
LIMITS:	FROM FM 1924 (MILE 3) TO FM 676 (MILE 5)

PROJECT CLASSIFICATION

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- X Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

SOCIAL, ECONOMIC/ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
N/A	N/A	(4) A Blanket Checklist shall be prepared anticipating a BCE.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
N/A	N/A	a. A public involvement meeting(s) shall be scheduled, coordinated and conducted.*
YES	N/A	b. Technical assistance, meeting(s) preparation, maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the STATE, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by STATE.
YES	N/A	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	N/A	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	N/A	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	N/A	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
YES	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
YES	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
YES	N/A	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	N/A	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	N/A	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

3. WORK TO BE PERFORMED:

YES N/A 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

YES N/A 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.
		3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.
		3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.
		3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
		3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.
		3.2.8. County lines and city limit lines shall be located and identified by name.
		3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
		3.2.10. Monumentation set or found shall be shown and described as to material and size.
		3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.
		3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
		3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
		3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.
		3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.
		3.2.16. Building lines or set-back lines shall be shown and identified.
		3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
		3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
		3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
		3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES NO 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

YES NO 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	NO	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.
YES	NO	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.
YES	NO	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.
YES	NO	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.
YES	NO	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	NO	4.6. Records used to establish ownership.
YES	NO	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
YES	NO	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	NO	4.9. Items indicated under the Automation Requirements Section 6.
YES	NO	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

0.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

0.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

0.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

0.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

0.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

0.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

0.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

RIGHT-OF-WAY DATA

(Function Code 130)

Particular Description

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

TASK AND DESCRIPTION	ENTITY	2013							2014	2015												2016						
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN - DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																												
Environmental Work																												
County Hires Eng Consultant for EA Work	County																											
TxDOT's First Public Meeting	TxDOT																											
EA Document	County																											
Public Hearing & FONSI	TxDOT																											
ROW Map																												
ROW Map Development	County																											
Phase II: ROW Acq (Est. 37 Parcels)																												
TxDOT Release of ROW																												
ROW Release	TxDOT																											
ROW Acquisition																												
County Acquires ROW (Est. 37 Parcels)	County																											
Compensable Utilities Adjustment																												
Adjust Utilities	County																											
Phase III: Construction																												
Project Letting																												
TxDOT Advertise for Letting	TxDOT																											
Let Project (Est. Earliest Date: July 2016)	TxDOT																		Estimated 37 Months Construction Duration									

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

9:43 AM6/20/2013

WORK AUTHORIZATION NO. 1
EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND
MANHOUR BREAKDOWN

FM 2220 (Ware Road) Project
from Mile 3 N (FM 1924) to Mile 5 N (FM 676)

		MANHOURS										
		Senior Project Manager	Senior Environmental Scientist /Specialist	Project Engineer	Right-of-Way Administrator	Environmental Scientist /Specialist	GIS/Analyst	Admin / Clerical	Biologist	TOTAL HOURS	Sub-Contract Cost	TOTAL LINE ITEM COST
	CONTRACT RATE	215.40	136.21	123.54	107.70	79.19	66.52	57.02	50.68			
WORK AUTHORIZATION NO. 1												
PHASE I - EA, PUBLIC INVOLVEMENT, ROW MAPPING												
1	Environmental Assessment with TxDOT	60	300	0	0	300	242	249	240	1391		$ 120,000.00
2	Public Involvement for the project (1 Public Meeting)	24	40	40	24	0	49	40	26	243		$ 25,000.00
3	Archeological/Historical Research, Management, Coordination & Development and Subconsultant	4	80	2	0	160	121	40	0	407		$ 35,000.00
4	Engineering Technical Support at Public Meetings with Layouts, etc.	24	40	40	24	0	49	40	26	243		$ 25,000.00
5	Schematic									0		$ -
6	Hydrological Map									0		$ -
7	Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)									0		$ -
8	Preliminary Compensable Utilities Identification on Schematic for approval by FHWA/TxDOT									0		$ -
9	Update Schematic based on Field Surveys and ROW Map as provided by City of McAllen and provide to TxDOT/County for EA update w/FHWA									0		$ -
10	Engineering Technical Support at Public Meeting/Hearing for ROW Acquisition Support	24	40	40	24	0	49	40	26	243		$ 25,000.00
11	Complete ROW Map (Based on 37 Parcels) Review ROW Map and Subconsultant	70	48	68	70	0	13	40	0	309	$ 118,400.00	$ 40,700.00
SUB-TOTAL		**206**	**548**	**190**	**142**	**460**	**523**	**449**	**318**	**2836**	**$ 118,400.00**	**$ 270,700.00**

Subtotal Manhour Fee with Sub-Consultant Costs	$	389,100.00
Total Project Fee:	$	389,100.00

R. O. W. SURVEYING SERVICES

SOUTH TEXAS INFRASTRUCTURE GROUP

June 19, 2013

Mr. Jacinto Garza
President/CEO
L&G Engineering
2100 W. Expressway 83
Mercedes, TX 78570

RE: **Proposal FNC 130**
ROW Map, Parcel Surveys, Metes and Bounds Descriptions, and Title Reports
FM 2220 (Ware Road) Project
Limits: from Mile 3 N (FM 1924) to Mile 5 N (FM676)

Dear Mr. Garza,

As discussed, the following is a cost estimate for the above mentioned project:

FNC 130 ROW Mapping:	37 parcels	@ $3200/parcel= $ 118,400.00
	Total	**= $ 118,400.00**

Let us know at your convenience when you and/or Ms. Velma Garcia are available to discuss this project. If you require more information or have any questions please contact me at your convenience.

Sincerely,

Julio Cerda, P.E.
R. O. W. Surveying Services, LLC

cc: Drew A. Mawyer, RPLS, R.O.W. Surveying Services
Velma Garcia, Project Manager, L & G Engineering

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-13-178-08-20

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc.** d/b/a **L&G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for the **"FM 2220 (Ware Road)** project from **Mile 3 N. (FM 1924) to Mile 5 N. (FM 676)"** for **Hidalgo County Precinct No. 4** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as

identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall commence, **August 20, 2013**, and will expire, **August 19, 2014** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment

of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1**"-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Enginee**r for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**)

which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached

hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These

changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all

the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information

relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as

compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for

clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event 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 .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.**
1615 S. Closner, Suite J	**2100 West Expwy 83**
Edinburg, Texas 78539	**Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no

previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for

enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 20th day of August, 2013.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8/20/13 RO

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

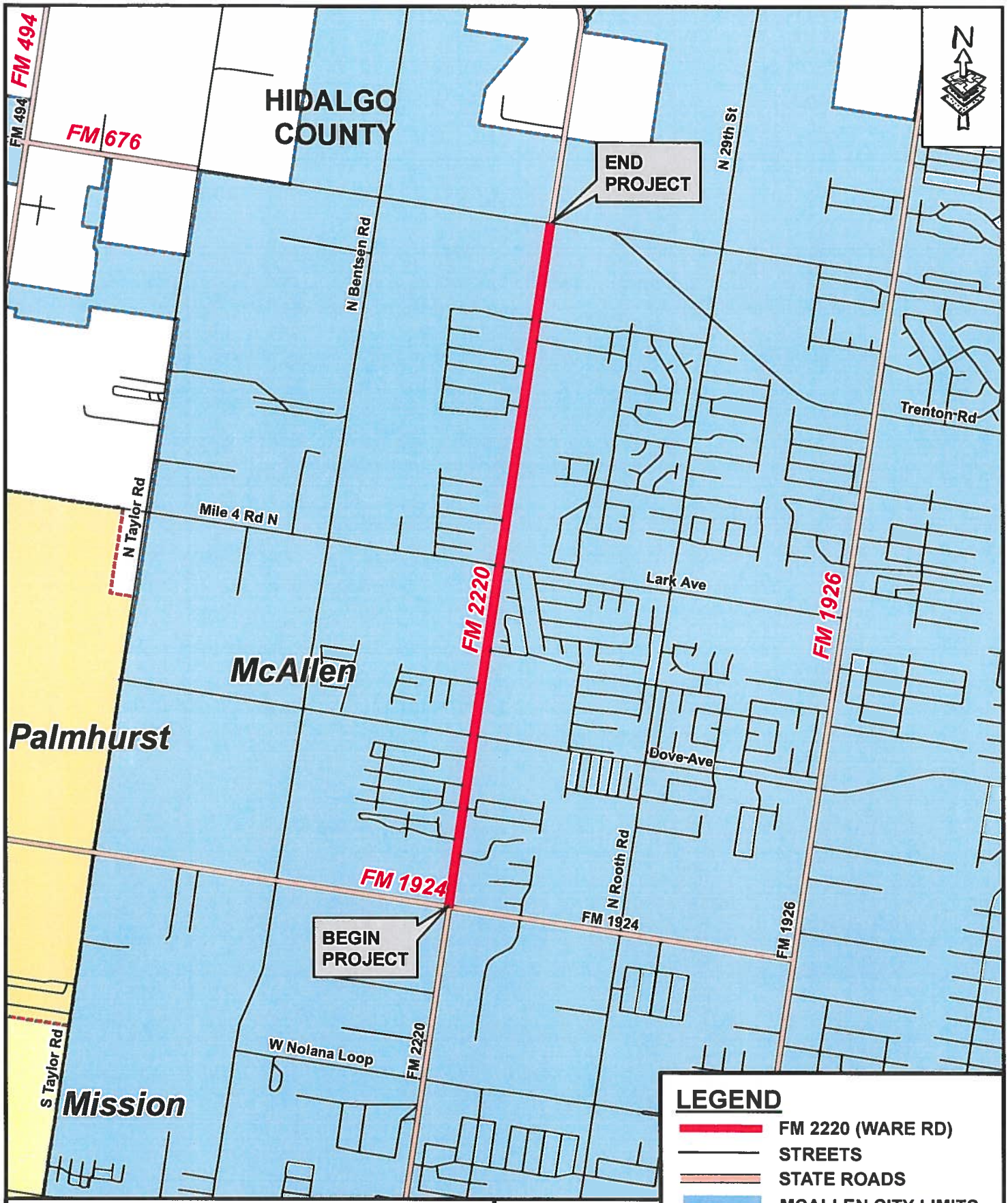
Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Project Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D1 - Estimated Project Fee Schedule and Man-hour Breakdown
EXHIBIT E -Work Authorization Form - SAMPLE
EXHIBIT F -Supplemental Agreement Form - SAMPLE
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*



FM 2220 (WARE RD) LOCATION MAP

FROM MILE 3 (FM 1924) TO MILE 5 (FM 676)
APPROX. PROJECT LENGTH 2.0 MILES

THE COUNTY OF HIDALGO TEXAS

G:\AMAPS\FM2220(WARE_RD)MILE3TOMILE5

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

CITY/COUNTY:	HIDALGO COUNTY PRECINCT #4
CONTROL:	
PROJECT/DESCRIPTION:	EA, PUBLIC INVOLVEMENT, ROW MAPPING, ROW ACQUISITION SERVICES FOR THE FM 2220 (WARE ROAD) PROJECT
LENGTH:	2.0 MILES
HIGHWAY:	FM 2220 (Ware Road)
LIMITS:	FROM FM 1924 (MILE 3) TO FM 676 (MILE 5)

PROJECT CLASSIFICATION

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- X Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
N/A	N/A	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
N/A	N/A	3.	Traffic Evaluations and Projections (To be provided by TxDOT)
NO	NO	4.	Develop Roadway Design Criteria
NO	NO	5.	Preliminary Cost Estimates
NO	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
N/A	N/A	7.	Preliminary Right-of-Way Requirements
NO	NO	8.	Design Concept Conference (In coordination with TxDOT)
		9.	Soil Core Hole Drilling
NO	NO		a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
N/A	N/A		c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-3 for requirements)

SOCIAL, ECONOMIC/ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
N/A	N/A	(4) A Blanket Checklist shall be prepared anticipating a BCE.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
N/A	N/A	a. A public involvement meeting(s) shall be scheduled, coordinated and conducted.*
YES	N/A	b. Technical assistance, meeting(s) preparation, maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the STATE, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by STATE.
YES	N/A	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	N/A	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	N/A	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	N/A	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
YES	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
YES	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
YES	N/A	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	N/A	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	N/A	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
   The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
   For purposes of this Contract, the following definitions shall apply:
   2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
   2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
   2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
   2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
   2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
   2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
   2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
   2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
   2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
   2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

3. WORK TO BE PERFORMED:

YES N/A 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

YES N/A 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.
		3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.
		3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.
		3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
		3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.
		3.2.8. County lines and city limit lines shall be located and identified by name.
		3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
		3.2.10. Monumentation set or found shall be shown and described as to material and size.
		3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.
		3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
		3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
		3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.
		3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.
		3.2.16. Building lines or set-back lines shall be shown and identified.
		3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
		3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
		3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
		3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.3. Exhibits:
An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES NO 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

YES NO 3.3.2. Parcel Plat:
A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	NO	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.
YES	NO	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.
YES	NO	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.
YES	NO	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.
YES	NO	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	NO	4.6. Records used to establish ownership.
YES	NO	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
YES	NO	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	NO	4.9. Items indicated under the Automation Requirements Section 6.
YES	NO	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

0.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

0.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

0.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

0.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

0.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

0.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

0.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

RIGHT-OF-WAY DATA
(Function Code 130)

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

RIGHT-OF-WAY DATA

(Function Code 130)

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

RIGHT-OF-WAY DATA

(Function Code 130)

Particular Description

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

DESIGN AND CONSTRUCTION SURVEYS

(Function Code 150)

Services Provided By: ENGINEER	COUNTY	
		B. DESIGN AND CONSTRUCTION SURVEYS:
		1. PURPOSE: The purpose of a "design survey" is to provide field information in support of transportation systems design. The purpose of a "construction survey" is to provide field data in support of highway construction.
		2. DEFINITIONS: A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc. A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.
		3. WORK TO BE PERFORMED: 3.1. Design Surveys: In performing design surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
NO	NO	3.1.1. Obtain or collect data to create cross-sections and digital terrain models including any missing voids identified by the ENGINEER.
NO	NO	3.1.2. Locate all existing utilities, overhead and underground. Horizontally – the SURVEYOR shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The ENGINEER will coordinate with the utility companies and jointly the SURVEYOR and the ENGINEER will identify which utilities were missed and need to be tied down. Vertically – The ENGINEER shall identify all utilities that are potential conflicts and that need to be tied vertically and coordinate the exposure. The ENGINEER will advise the SURVEYOR in writing of the needed vertical ties and he will provide the required information to the ENGINEER promptly.
NO	NO	3.1.3. Locate topographical features and existing improvements.
N/A	N/A	3.1.4. Provide details of existing bridge structures. The SURVEYOR shall tie the top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
NO	NO	3.1.5. Provide details of existing drainage features, such as culverts, manholes, inlets, etc. The SURVEYOR will tie horizontally and vertically all existing storm drain systems that lie within the existing & proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
NO	NO	3.1.6. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

Services Provided By: ENGINEER	COUNTY		
N/A	N/A	3.1.7.	Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. The ENGINEER will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.
N/A	N/A	3.1.8.	Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
NO	NO	3.1.9.	Inventory all driveways, commercial entrances, public roads and side streets separately. Obtain centerline station. (Width at ROW, PAV'T and existing radius. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. Obtain elevations at both edges of the driveway or turnout in line with the side drain.
NO	NO	3.1.10.	Inventory signs, mailboxes, and large trees within the proposed ROW.
N/A	N/A	3.1.11.	Locate wetlands.
NO	NO	3.1.12.	Establish additional control points.
NO	NO	3.1.13.	Locate existing right-of-ways.
N/A	N/A	3.1.14.	Review right-of-way maps.
N/A	N/A	3.1.15.	Locate boreholes.
N/A	N/A	3.1.16.	Perform hydrographic surveys.
N/A	N/A	3.1.17.	Update existing control data and prepare survey control data sheets, as required by the Design Manual, signed by a Registered Professional Land Surveyor, for inclusion into a construction plan set.
		3.2.	Construction Surveys: In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
N/A	N/A	3.2.1.	Stake existing and/or proposed right-of-ways.
NO	NO	3.2.2.	Stake existing and/or proposed baseline/centerline.
N/A	N/A	3.2.3.	Stake proposed bridge structures.
NO	NO	3.2.4.	Stake proposed drainage structures, such as manholes, culverts, etc.
N/A	N/A	3.2.5.	Set grade stakes.
N/A	N/A	3.2.6.	Recover and check existing control points.
N/A	N/A	3.2.7.	Establish additional control points.
NO	NO	3.2.8.	Check elevations and locations of structures.
N/A	N/A	3.2.9.	Determine and resolve conflicts associated with survey data.

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

NO	NO	4.1.	Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.
NO	NO	4.2.	Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

NO	NO	4.3.	Computer printouts or other tabulations summarizing the results of field surveys.
NO	NO	4.4.	Digital files or media acceptable by the ENGINEER containing field survey data.
NO	NO	4.5.	Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
NO	NO	4.6.	Field survey notes, as electronic and/or hard copies.
NO	NO	4.7.	An 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.
NO	NO	4.8.	Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
NO	NO	4.9.	A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
NO	NO	4.10.	Survey reports in a format requested by the ENGINEER.
NO	NO	4.11.	Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.
Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.3. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.
Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

5.4.1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.

5.4.2. Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.1 of one foot.
b. Utilities and improvements: less than 0.2 of one foot.
c. Cross-sections and profiles: less than 1 foot.

d. Bore holes: less than 3 feet.

5.4.3. Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.02 of one foot.
b. Utilities and improvements: less than 0.1 of one foot.
c. Cross-sections and profiles: less than 0.2 of one foot.
d. Bore holes: less than 0.5 of one foot.

6. AUTOMATION REQUIREMENTS:

6.1. Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2. Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3. Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
NO	NO	a. Horizontal and Vertical Alignment
NO	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
NO	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
NO	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	NO	b. Typical Sections
NO	NO	c. Design Cross Sections
NO	NO	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway

The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	N/A	(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	N/A	d. Traffic Data for Pavement Design by STATE
NO	NO	e. Basic Design Criteria
NO	N/A	f. Life Cycle Cost Analysis(es)
NO	N/A	g. Cost Data
NO	NO	h. Pavement Material Properties
NO	N/A	i. Rehabilitation Investigations
NO	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
N/A	N/A	a. Drainage area maps showing existing conditions and proposed improvements. (MAP ONLY)
N/A	N/A	b. Hydrologic data/discharge determination on map.
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
N/A	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
N/A	N/A	(3) Culverts
N/A	N/A	(4) Bridge waterways
N/A	N/A	(5) Channels
N/A	N/A	(6) Storm sewers/inlets
N/A	N/A	(7) Pump stations
N/A	N/A	(8) Storm Water Management facilities
N/A	N/A	(9) Other
		(a) Irrigation Canals/Siphons
N/A	N/A	b. Hydraulic report(s)
N/A	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
N/A	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
N/A	N/A	(1) New culverts
NO	NO	(2) Culvert widening and/or lengthening
N/A	N/A	(3) Culvert replacements
		b. Storm sewers
N/A	N/A	(1) New storm sewers
N/A	N/A	(2) Modify existing storm sewers
N/A	N/A	(3) Inlets
N/A	N/A	(4) Manholes
N/A	N/A	(5) Trunk lines
N/A	N/A	c. Pump stations
N/A	N/A	d. Subsurface drainage at retaining walls
N/A	N/A	e. Outfall channel(s) within the ROW
N/A	N/A	f. Outfall channel(s) outside the ROW
N/A	N/A	g. Detention Pond(s) within the ROW
N/A	N/A	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
N/A	N/A	j. Storm Water Management facilities
NO	NO	4. Storm Water Pollution Prevention Plan (SW3P)
N/A	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
NO	NO	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	2. Summary of Small Signs Tabulation
N/A	N/A	3. Summary of Large Signs Tabulation including all Guide Signs
NO	NO	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
N/A	N/A	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
N/A	N/A	(2) Photographs as appropriate
N/A	N/A	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
N/A	N/A	(a) Existing
N/A	N/A	(b) Estimated
N/A	N/A	(c) Projected
N/A	N/A	(d) Pedestrian
N/A	N/A	(5) Traffic Survey - Count Analysis
N/A	N/A	(6) Recommendation based on above data
N/A	N/A	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

Services Provided By:	

ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
N/A	N/A	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
N/A	N/A	(a) Confirm power source
N/A	N/A	(b) Discuss route of aerial or underground interconnect cable (when applicable)
N/A	N/A	(c) Adjustment of overhead utility lines
N/A	N/A	(2) Prepare governing specifications and special provisions list
N/A	N/A	(3) Prepare project estimate
N/A	N/A	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
N/A	N/A	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
N/A	N/A	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
N/A	N/A	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
N/A	N/A	(1) Mechanically Stabilized Earth
N/A	N/A	(2) Concrete Block Wall Systems
N/A	N/A	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
N/A	N/A	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
N/A	N/A	e. Foundation Studies (Show cost estimate with Function Code 110)
N/A	N/A	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
N/A	N/A	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
N/A	N/A	g. Estimate
N/A	N/A	h. Summary of Quantities
N/A	N/A	i. Typical X-section.
N/A	N/A	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	COUNTY	
NO	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
N/A	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
N/A	N/A	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
N/A	N/A	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the ENGINEER showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
NO	N0	a. Erosion Control
N/A	N/A	b. Landscape Development
NO	NO	5. Compute and Tabulate Quantities
N/A	N/A	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
N/A	N/A	(a) New O.S.B. structure(s)
N/A	N/A	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
N/A	N/A	(2) High Mast Illumination Poles (HMIP)
N/A	N/A	(3) Traffic Signal Supports
N/A	N/A	(4) Conventional Illumination Poles
N/A	N/A	(5) Sound Barrier Walls
N/A	N/A	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
N/A	N/A	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
N/A	N/A	a. Utility Agreements
N/A	N/A	b. Exhibits for Utility Agreements
N/A	N/A	c. Railroad Agreements
		d. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
N/A	N/A	(2) Railroad Overpasses
N/A	N/A	(3) Railroad Grade Crossing (Replanking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
N/A	N/A	e. Traffic Signal Agreements
N/A	N/A	f. Exhibits for Traffic Signal Agreements
YES	NO	9. Estimate
YES	NO	10. Specifications and General Notes

BRIDGE DESIGN

(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
N/A	N/A	(1) Underpass(es)	_____
N/A	N/A	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	N/A	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
N/A	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	(11) Bridge Classification Culvert(s)**	_____
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	_____
		Total New Structures =	_____
		b. Existing Structure(s)	_____
N/A	N/A	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
N/A	N/A	(2) Bridge Replacement	_____
N/A	N/A	(3) Raising Bridge Elevation	_____
N/A	N/A	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____ _____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
N/A	N/A	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
N/A	N/A	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
N/A	N/A	5. Bridge Total Quantities and Cost Estimates (each bridge)
N/A	N/A	6. Bridge Special Provisions and Specifications (each bridge)
N/A	N/A	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
N/A	N/A	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

8. General Guidelines for Bridge Design *(continued)*
   d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	**CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

N/A N/A **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

***FC 600* – ACQUISITION PROVIDER SERVICES**
(for EST. 37 PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
YES	YES	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
YES	NO	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
YES	NO	c) Overhead Costs i) Administrative costs
YES	NO	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
YES	NO	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
YES	NO	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
YES	NO	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
YES	NO	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
YES	NO	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
YES	NO	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
YES	NO	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
YES	NO	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
YES	NO	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
YES	NO	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
YES	NO	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
YES	NO	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
YES	NO	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
YES	NO	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
YES	NO	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
YES	NO	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	COUNTY	
YES	NO	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
YES	NO	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
YES	NO	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.
YES	NO	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
YES	NO	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
YES	NO	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
YES	NO	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
YES	NO	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
YES	NO	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
YES	NO	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
YES	NO	f) Respond to property owner inquiries verbally and in writing within two business days.
YES	NO	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	COUNTY	
YES	NO	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
YES	NO	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
YES	NO	j) Prepare final offer letter, documents of conveyance as necessary.
YES	NO	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
YES	NO	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
YES	NO	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
YES	NO	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
YES	NO	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
YES	NO	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
YES	NO	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
YES	NO	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
YES	NO	b) L&G will provide advisory services to business displacements and relocate them effectively.
YES	NO	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
YES	YES	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By:
ENGINEER COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

YES YES b) Post Hearing Support (by COUNTY Attorney)
i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the

COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.

vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.

ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.

x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

YES NO a) Preliminary Design Consultations

i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

YES NO b) Field Observations and Verifications

i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

YES NO c) Exchange of Information with Utility Providers

i) Provide project schedule.

ii) Request schedules for utility adjustments.

iii) Identify who is responsible for utility process.

YES NO d) Confirmation of Property Interests

i) Request Documents.

ii) Coordination of data on maps and citation of property interest documents.

iii) Confirm utilities are within easements.

YES YES e) Coordination of Agreements

i) Identify utilities that are compensable.

ii) Determine parties and agreements necessary to complete compensable process.

iii) Coordinate execution and processing of Standard Utility Agreements.

YES NO f) Utility Meetings throughout project development

i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.

ii) Attend and participate in meetings by other parties.

11) PAYMENT SCHEDULE

YES YES

a) Project Administration
  i) Payment and Milestones
    (a) Full Project Office
      (1) Lump Sum Basis (assume 1 year project presence)
      (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
      (3) Remainder paid out in equal monthly installments of 15% starting the following month.
      (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
  ii) Payment
    (a) Per Parcel basis.
  iii) Milestones
    (a) 100% upon securing initial title commitment.

c) Appraisal Services
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon submission of ROW-A-10

e) Appraisal Update
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 80% upon presentation of initial offer.
    (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
  i) Payment
    (a) Per Relocation
  ii) Milestones
    (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
  i) Payment
    (a) By percent complete

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Documents provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

Documents shall be provided in MS Office 2007 format. PDF copies of ROW Map shall be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
Environmental Document	Mercedes Office
ROW Map	Mission Office
ROW Acquisition Services	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation

Miscellaneous

___	___	Conduit Requirements
___	___	Traffic signal Requirements

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

TASK AND DESCRIPTION	ENTITY	2013							2014	2015												2016						
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN - DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																												
Environmental Work																												
County Hires Eng Consultant for EA Work	County																											
TxDOT's First Public Meeting	TxDOT																											
EA Document	County																											
Public Hearing & FONSI	TxDOT																											
ROW Map																												
ROW Map Development	County																											
Phase II: ROW Acq (Est. 37 Parcels)																												
TxDOT Release of ROW																												
ROW Release	TxDOT																											
ROW Acquisition																												
County Acquires ROW (Est. 37 Parcels)	County																											
Compensable Utilities Adjustment																												
Adjust Utilities	County																											
Phase III: Construction																												
Project Letting																												
TxDOT Advertise for Letting	TxDOT																											
Let Project (Est. Earliest Date: July 2016)	TxDOT																		Estimated 37 Months Construction Duration									

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

9:43 AM6/20/2013

EXHIBIT "D"
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2012

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 13
Principal	$ -	$ -
Senior Project Manager	$ 68.00	$ 215.40
Senior Engineer	$ 53.00	$ 167.89
Project Engineer	$ 39.00	$ 123.54
Senior Environmental Scientist/Specialist	$ 43.00	$ 136.21
Design Engineer	$ 36.00	$ 114.04
ROW Administrator	$ 34.00	$ 107.70
ROW Negotiator	$ 31.00	$ 98.20
EIT	$ 26.00	$ 82.36
Senior Engineer Tech	$ 25.00	$ 79.19
Environmental Scientist/ Specialist	$ 25.00	$ 79.19
Engineer Tech	$ 24.00	$ 76.02
CADD Operator / GIS Analyst	$ 21.00	$ 66.52
Admin/Clerical	$ 18.00	$ 57.02
Biologist	$ 16.00	$ 50.68

Overhead Rate: 182.83%
Profit Rate: 12.00%

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$50.00/day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE
WARE ROAD PROJECT

ROADWAY PROJECT:	Ware Road
LIMITS:	from Mile 3 to Mile 5
EXISTING ROADWAY SECTION:	40' – Rural
EXISTING ROW WIDTH:	80 Varies
PROPOSED ROADWAY SECTION:	6-lane divided urban
PROPOSED ROW WIDTH:	120FT
ESTIMATED CONSTRUCTION COST .....(6-lane Urban).....	**$9,660,000.00**
LENGTH FOR 6-LANE ROADWAY FROM MILE 3 TO MILE 5.....	2.0 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*HIDALGO COUNTY*	*CITY OF MCALLEN*
WORK AUTHORIZATION NO. 1			
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, ROW MAPPING, DESIGN			
Environmental Assessment with TxDOT	$ -	$ 120,000.00	$ -
Public Involvement for the project (1 Public Meeting)	$ -	$ 25,000.00	$ -
Archeological and Historical Research	$ -	$ 35,000.00	$ -
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ 25,000.00	$ -
Schematic	TxDOT	$ -	$ -
Hydrological Map	TXDOT	$ -	$ -
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	TXDOT	$ -	$ -
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	TXDOT	$ -	$ -
Update Schematic based on FIELD SURVEYS and ROW Map as provided	TXDOT	$ -	$ -
by City of McAllen and provide to TxDOT/County for EA update w/ FHWA	TXDOT	$ -	$ -
Engineering Technical Support at Public Meeting and Hearing for ROW Acquisition Support	$ -	$ 25,000.00	$ -
Complete ROW Map (based on 37 Parcels)		$ 159,100.00	$ -
SUB-TOTAL	$ -	**$ 389,100.00**	$ -
WORK AUTHORIZATION NO. 2			
PHASE II- PS&E and ROW ACQUISITION			
Field Surveys for Design and Construction (Roadway and Outfall)	TxDOT	$ -	$ -
Right-of-Way Costs - Acq.Services @ (est.37 Parcels @ $13,500/Parcel Avg.)		$ 499,500.00	$ -
Compensable Utilities Management Oversight		$ 240,000.00	$ -
Estimated Roadway Right-of-Way Land Costs (161,350 sq. ft @ $6/sq ft.	$ 919,695.00	$ 48,405.00	$ -
COMPENSABLE UTILITY COSTS	$ 400,000.00	$ 20,000.00	$ -
PS&E Development (Roadway and Outfall)	TXDOT		$ -
PS&E Development for OUTFALL(S)	TXDOT		$ -
Permitted Utilities Coordination	TXDOT		$ -
PHASE II- CONSTRUCTION OVERSIGHT			
ROADWAY CONSTRUCTION COST	$ 8,660,000.00	$ -	$ -
TxDOT Construction Inspection (11%)	$ 1,062,600.00	$ -	$ -
Eng Consultant Construction Management (Estimated 18 Months)			$ -
SUB-TOTAL	**$ 11,042,295.00**	**$ 807,905.00**	**$ 1,000,000.00**
ESTIMATED GRAND-TOTAL	**$ 11,042,295.00**	**$ 1,197,005.00**	**$ 1,000,000.00**

Work Authorization No. 1 Phase I	FY 13	$ 389,100.00	**NOT ISSUED**
Work Authorization No. 2 Phase II & III	FY 14	$ 739,500.00	**NOT ISSUED**

State Estimated Cost

Local Estimated Cost

TOTAL ESTIMATED COUNTY COST:		**$ 1,197,005.00**
TOTAL ESTIMATED CITY OF MCALLEN CONTRIBUTION:	FY 15	**$ 1,000,000.00**
TOTAL ESTIMATED PROJECT COST:		**$13,239,300.00**

Right of Way Estimate based on $6/Sq. Ft and without the benefit of a ROW Map.

Compensable Utility cost is very Preliminary and not part of the Engineering Cost

6/20/2013

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide _____

_____.

The scope of services to be provided by the Owner is identified in ***EXHIBIT "A" - Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the Engineer is identified in ***EXHIBIT "B" - Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as ***EXHIBIT "D-1" Project Fee Schedule and Estimated Manhour Breakdown.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County _____, Commissioner _____ as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Project Fee Schedule and Estimated Manhour Breakdown

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2013.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF EXHIBITS
(as required)

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	
	INSURER B : Continental Insurance Company	
	INSURER C : Continental Casualty Insurance Co.	
	INSURER D : Endurance American Specialty Ins. Co.	
	INSURER E :	
	INSURER F :	

INSURED

L&G Engineering Laboratory, LLC
L&G Consulting Engineers, Inc.
2100 W. Expressway 83
Mercedes TX 78570

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			5095025836	07/19/2013	07/19/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			5095025884	07/19/2013	07/19/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5095026016	07/15/2013	07/15/2014	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5095025920	07/23/2013	07/23/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability "claims made"			PPL10004099100	07/19/2013	07/19/2014	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

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

CCRMA: HNTB Project No. 40619. Hidalgo County and Texas Department of Transportation are automatically included as additional insureds on General Liability and Automobile and are provided with blanket waiver of subrogation in their favor on General Liability, Automobile and Workers Compensation as required by written contract.

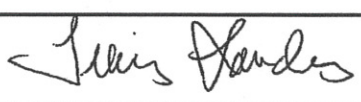
CERTIFICATE HOLDER

Hidalgo County Pct #3
724 N Breyfogale

Mission, TX 78572

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  <CC>

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SPECIAL MEETING - AUGUST 20, 2013

BE IT REMEMBERED, that on this 20th day of August A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
August 20, 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

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

6. County Judge's Office:

A. Recognition of Hidalgo County for receiving the National Association of Counties' 2nd Place 2013 National County Government Month Award

Karina Cardoza recognized the partners whom participated in the monthly activities and presented them with the award.

B. Approval of Letter and Resolution of support for Extension of State Highway 68

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. ,the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C. Approval to appoint one (1) Representative and one (1) Alternate to the Amigos del Valle Board

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS ,the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

4. 2013 Justice Court Building Security (1245):
Approval of 2013 appropriation of funds in the amount of $9,404.50 to fund the purchase & installation of surveillance/security equipment and related supplies for the Justice of the Peace Pct. 3 offices.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS ,the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

20. Purchasing Department - Marty Salazar:

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

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

A. Hidalgo County

1. Recommendation by both County of Hidalgo - County and District Clerks Officials (Hon. Arturo Guajardo, Jr. & Hon. Laura Hinojosa, respectively) to submit to Texas.gov **termination of the eFiling services** pursuant to Section 10.5 of the eFiling Agreement between the State Of Texas, (acting by & through & for the Texas Department of Resources (DIR) awarded vendor, Texas NICUSA as CC approved- 12/01/09 for the continuation of services for the Texas Online for E-pay and e-Filing Services) due to and impending conversion from Texas.gov eFiling to TexFile including the authority for Hidalgo County Judge to sign the "Notice of Termination of eFiling Services" on behalf of Hidalgo County with an effective date of 09-17-13.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. ,the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Pct. 1

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

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 3 JOE M. FLORES ,the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional (structural) engineering services for the Delta Lake Pavilion located in Pct No. 1;

Total Scores	Entech Civil Engineering	Chanin Engineering LLC	Fulcron Consulting Engineers
Evaluator 1	75	88	83
Ranking	3	1	2

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: 5 - 0 - Unanimously

C. Authority for the Purchasing Department to negotiate a professional (structural) engineering services contract with the No. 1 ranked firm of CHANIN ENGINEERING LLC for: the Pct No. 1 Delta Lake Pavilion project.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS ,the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

APPROVED

C. Pct. 4

1. a. Requesting approval of a "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for: "Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: "FM 2220 (Ware Road) from MILE 3 N (FM 1924) to MILE 5 N (FM 676) within HIDALGO COUNTY PRECINCT No. 4;

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a

UNANIMOUS vote of approval.
Vote: 5 - 0 - UNANIMOUSLY

APPROVED

b. Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor (R.O.W. SURVEYING SERVICES) with adherence to insurance provisions required by said article;

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: 3 - 0

APPROVED

c. Requesting approval of Work Authorization No. 1 ($ 389,100.00) from L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: Engineering Services required for the preparation of Environmental Assessment, Public Involvement and complete ROW Map for the "FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676) within HIDALGO COUNTY PRECINCT No. 4.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS ,the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

21. **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:

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES ,the Court made a UNANIMOUS vote of approval to move into Executive Session at 11:05 a.m.

Vote: 5 - 0 - Unanimously

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. Claim of Ramiro Fonseca

D. Claim of Fernando Garza

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-178-08-20
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of Environmental Assessment, Public Involvement and complete ROW Map for the FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 389,100.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **3-1315-431-00-124-135-0-841**
Requisition Number **240672 (MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – Project Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on August 20, 2013 as indicated below.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia,
County Judge

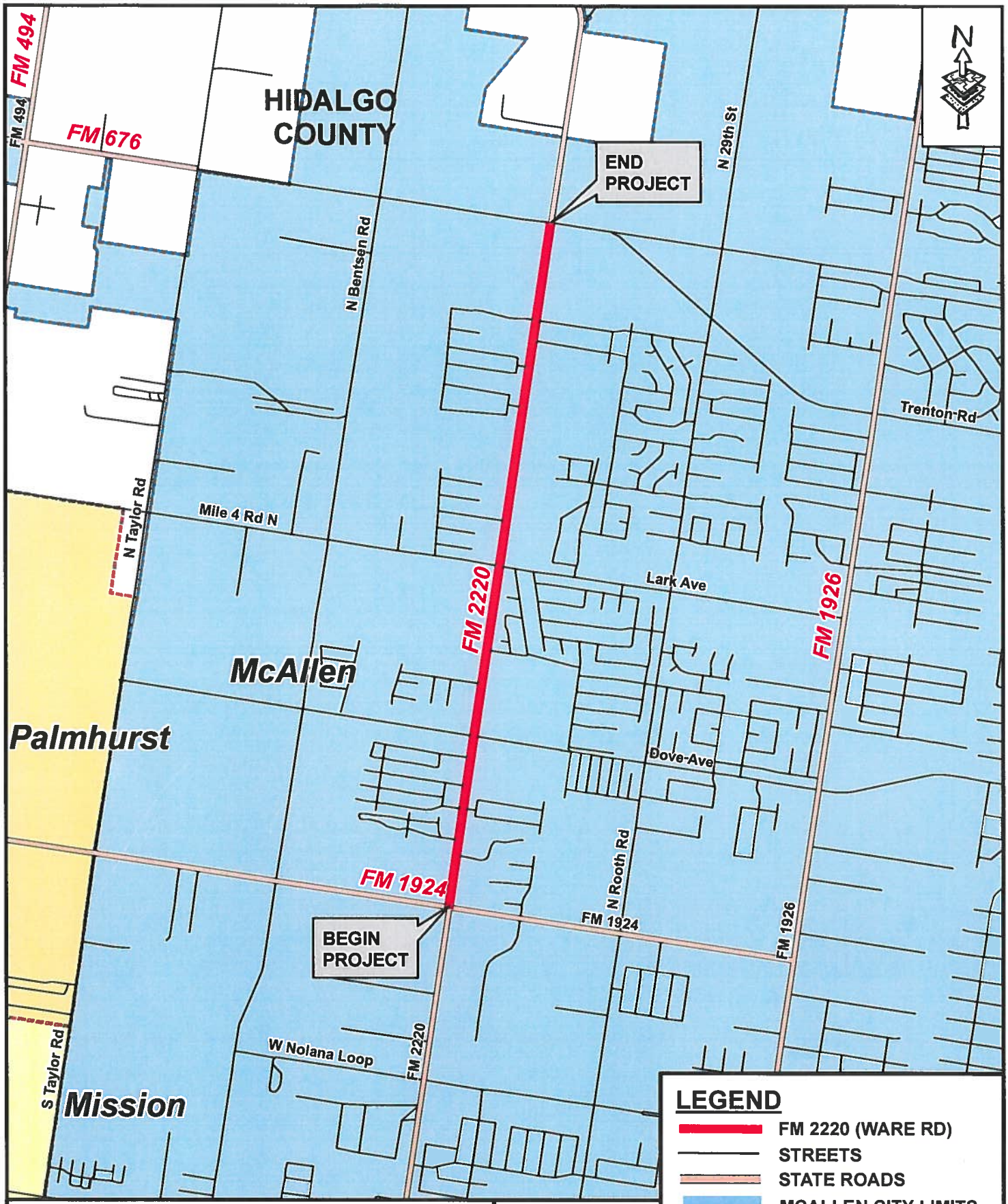
ATTEST:

By: Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 8/20/13 RO

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Project Work Schedule
Exhibit D-1 – Estimated Project Fee Schedule and Man-hour Breakdown



FM 2220 (WARE RD) LOCATION MAP

FROM MILE 3 (FM 1924) TO MILE 5 (FM 676)
APPROX. PROJECT LENGTH 2.0 MILES

THE COUNTY OF HIDALGO TEXAS

G:\AMAPS\FM2220(WARE_RD)MILE3TOMILE5

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

CITY/COUNTY:	HIDALGO COUNTY PRECINCT #4
CONTROL:	
PROJECT/DESCRIPTION:	EA, PUBLIC INVOLVEMENT AND COMPLETE ROW MAP FOR THE FM 2220 (WARE ROAD) PROJECT
LENGTH:	2.0 MILES
HIGHWAY:	FM 2220 (Ware Road)
LIMITS:	FROM FM 1924 (MILE 3) TO FM 676 (MILE 5)

PROJECT CLASSIFICATION

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- X Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

SOCIAL, ECONOMIC/ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
N/A	N/A	(4) A Blanket Checklist shall be prepared anticipating a BCE.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
N/A	N/A	a. A public involvement meeting(s) shall be scheduled, coordinated and conducted.*
YES	N/A	b. Technical assistance, meeting(s) preparation, maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the STATE, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by STATE.
YES	N/A	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	N/A	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	N/A	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	N/A	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
YES	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
YES	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
YES	N/A	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	N/A	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	N/A	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

3. WORK TO BE PERFORMED:

YES N/A 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

YES N/A 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.
		3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.
		3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.
		3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
		3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.
		3.2.8. County lines and city limit lines shall be located and identified by name.
		3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
		3.2.10. Monumentation set or found shall be shown and described as to material and size.
		3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.
		3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
		3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
		3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.
		3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.
		3.2.16. Building lines or set-back lines shall be shown and identified.
		3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
		3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
		3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
		3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES NO 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

YES NO 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	NO	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.
YES	NO	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.
YES	NO	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.
YES	NO	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.
YES	NO	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	NO	4.6. Records used to establish ownership.
YES	NO	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
YES	NO	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	NO	4.9. Items indicated under the Automation Requirements Section 6.
YES	NO	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

0.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

0.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

0.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

0.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

0.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

0.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

0.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

RIGHT-OF-WAY DATA

(Function Code 130)

Particular Description

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

TASK AND DESCRIPTION	ENTITY	2013							2014	2015												2016						
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN - DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																												
Environmental Work																												
County Hires Eng Consultant for EA Work	County																											
TxDOT's First Public Meeting	TxDOT																											
EA Document	County																											
Public Hearing & FONSI	TxDOT																											
ROW Map																												
ROW Map Development	County																											
Phase II: ROW Acq (Est. 37 Parcels)																												
TxDOT Release of ROW																												
ROW Release	TxDOT																											
ROW Acquisition																												
County Acquires ROW (Est. 37 Parcels)	County																											
Compensable Utilities Adjustment																												
Adjust Utilities	County																											
Phase III: Construction																												
Project Letting																												
TxDOT Advertise for Letting	TxDOT																											
Let Project (Est. Earliest Date: July 2016)	TxDOT																		Estimated 37 Months Construction Duration									

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

9:43 AM6/20/2013

WORK AUTHORIZATION NO. 1
EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND
MANHOUR BREAKDOWN

FM 2220 (Ware Road) Project
from Mile 3 N (FM 1924) to Mile 5 N (FM 676)

		MANHOURS										
		Senior Project Manager	Senior Environmental Scientist /Specialist	Project Engineer	Right-of-Way Administrator	Environmental Scientist /Specialist	GIS/Analyst	Admin / Clerical	Biologist	TOTAL HOURS	Sub-Contract Cost	TOTAL LINE ITEM COST
	CONTRACT RATE	215.40	136.21	123.54	107.70	79.19	66.52	57.02	50.68			
WORK AUTHORIZATION NO. 1												
PHASE I - EA, PUBLIC INVOLVEMENT, ROW MAPPING												
1	Environmental Assessment with TxDOT	60	300	0	0	300	242	249	240	1391		$ 120,000.00
2	Public Involvement for the project (1 Public Meeting)	24	40	40	24	0	49	40	26	243		$ 25,000.00
3	Archeological/Historical Research, Management, Coordination & Development and Subconsultant	4	80	2	0	160	121	40	0	407		$ 35,000.00
4	Engineering Technical Support at Public Meetings with Layouts, etc.	24	40	40	24	0	49	40	26	243		$ 25,000.00
5	Schematic									0		$ -
6	Hydrological Map									0		$ -
7	Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)									0		$ -
8	Preliminary Compensable Utilities Identification on Schematic for approval by FHWA/TxDOT									0		$ -
9	Update Schematic based on Field Surveys and ROW Map as provided by City of McAllen and provide to TxDOT/County for EA update w/FHWA									0		$ -
10	Engineering Technical Support at Public Meeting/Hearing for ROW Acquisition Support	24	40	40	24	0	49	40	26	243		$ 25,000.00
11	Complete ROW Map (Based on 37 Parcels) Review ROW Map and Subconsultant	70	48	68	70	0	13	40	0	309	$ 118,400.00	$ 40,700.00
SUB-TOTAL		**206**	**548**	**190**	**142**	**460**	**523**	**449**	**318**	**2836**	**$ 118,400.00**	**$ 270,700.00**

Subtotal Manhour Fee with Sub-Consultant Costs	$	389,100.00
Total Project Fee:	$	389,100.00

R. O. W. SURVEYING SERVICES

SOUTH TEXAS INFRASTRUCTURE GROUP

June 19, 2013

Mr. Jacinto Garza
President/CEO
L&G Engineering
2100 W. Expressway 83
Mercedes, TX 78570

RE: **Proposal FNC 130**
ROW Map, Parcel Surveys, Metes and Bounds Descriptions, and Title Reports
FM 2220 (Ware Road) Project
Limits: from Mile 3 N (FM 1924) to Mile 5 N (FM676)

Dear Mr. Garza,

As discussed, the following is a cost estimate for the above mentioned project:

FNC 130 ROW Mapping:	37 parcels	@ $3200/parcel= $ 118,400.00
	Total	**= $ 118,400.00**

Let us know at your convenience when you and/or Ms. Velma Garcia are available to discuss this project. If you require more information or have any questions please contact me at your convenience.

Sincerely,

Julio Cerda, P.E.
R. O. W. Surveying Services, LLC

cc: Drew A. Mawyer, RPLS, R.O.W. Surveying Services
Velma Garcia, Project Manager, L & G Engineering

APPROVED

AI-39839 **Purchasing Department** **20. C. 1.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Comm. J. Palacios, Pct. #4 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of a "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for: "Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: “FM 2220 (Ware Road) from MILE 3 N (FM 1924) to MILE 5 N (FM 676) within HIDALGO COUNTY PRECINCT No. 4;

b. Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor (R.O.W. SURVEYING SERVICES) with adherence to insurance provisions required by said article;

c. Requesting approval of Work Authorization No. 1 ($ 389,100.00) from L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: Engineering Services required for the preparation of Environmental Assessment, Public Involvement and complete ROW Map for the "FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676) within HIDALGO COUNTY PRECINCT No. 4.

BACKGROUND

Contract #C-13-178-07-30-L&G Engineering
WA#1 - L&G Engineering - C-13-178-07-30
Legal's approval as to form

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding pending approval of appropriation - AI# 40251 8-20-13
Pct#4 Sale of Assets

Attachments

legal email
contract
WA 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 03:28 PM
Budget & Management	Obdett Calzada	07/25/2013 01:50 PM
Manuel Chapa	Manuel Chapa	08/16/2013 05:00 PM
Auditor's Office	Monica Badillo	08/16/2013 05:20 PM

HIDALGO COUNTY

Department Of Budget & Management

INTERFUND TRANSFER FORM

DATE: Monday, July 28, 2014 **JE #:**

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept of Budget & Mgmt for - Precinct No.4 (TxDOT-FM 2220 Ware Road)

ACCOUNT NUMBER: 4-1315-431-00-124-135-0-841

CONTACT PERSON: Rey Salazar, Director of Strategic Planning **PHONE:** (956) 292-7025 Ext. 5426

PREPARED BY: Rolando Garcia Jr. **REVIEWED BY:** DB 7/28/14

SUBJECT: Emergency Interfund Transfer/s

Hidalgo County Auditor's Office:

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

Account Number	Account Name	Increase/(Decrease) Amount
4-1336-431-00-123-101-0-841	CO2006-PCT3 US83/LAJOYA RELIEF RT-AID	(104,978.26)
4-1336-431-00-124-030-0-711	CO2006-PCT4 10TH ST(SH107-FM1925)-ROW	(10,654.18)
4-1336-423-00-280-036-0-720	CO2006-SHRF SUBST PCT1-BUILDINGS	(1,750.00)
4-1336-419-40-220-043-0-452	CO2006-ADM BLDG-100 E CANO-BLDG ADD & R	(5,062.56)
4-1336-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	122,445.00
4-1315-391-01-000-336-0-000	TRANSFERS IN-CERT OF OBLIG, 2006	122,445.00
4-1315-431-00-124-135-0-841	TXDOT-WARE RD (M3N-M5N) AID TO GOVT AGEN	122,445.00

TOTAL BUDGET INCREASE (DECREASE) $ 122,445.00

REASON:

To fund Supplemental Agreement No.1 to WA#1 for FM 2220 Ware Road TxDOT project. (Refer to AI-45713-07/29/14)

AUTHORIZED SIGNATURE/DBM

07/28/2014
DATE

AI-45512 **Purchasing Department 11. B.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the option extend the final year of permitted renewals allowed under each contract with same rates, terms and conditions for the provision of "Lubricants (Grease, Oil, Hydraulic Fluids Antifreeze Products)"

1) Arguindegui Oil Company (C-13-021-09-03)
2) Oil Patch Fuel & Supply, Inc. (C-13-021a-09-03)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-672

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

BUDGETARY IMPACT:

Funds available as of 7/24/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-672

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

BUDGETARY IMPACT:

Funds available as of 7/24/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-004-0-672

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

BUDGETARY IMPACT:

Funds available as of 7/24/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-672

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

BUDGETARY IMPACT:

Funds available as of 7/24/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-672

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

BUDGETARY IMPACT:

Funds available as of 7/24/14.

Attachments

Arguindegui Signed Letter-Contract-Ins.

OilPatch Signed Letter-Contract-Ins.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/23/2014 08:39 AM
Budget & Management	Debbie Tamez	07/23/2014 02:28 PM
Glinda Pacheco	Glinda Pacheco	07/24/2014 11:26 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Yolanda Velasquez Started On: 07/14/2014 01:35 PM

Final Approval Date: 07/25/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

July 14, 2014

Arguindegui Oil Company
Attn: Lindsay Clark
4506 Hwy 359
Laredo, Texas 78043

Via E-Mail: lindsay.clark@argpetro.com

Re: Renewal/Extension - **C-13-021-09-03** "Lubricants-(Grease, Oil Hydraulic Fluids-Antifreeze Products)"

Dear Mr. Clark:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to renewal the one (1) year term as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **August 05, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, **July 22, 2014** via facsimile to (956) 956-292-7612 or email to: yolanda.velasquez@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: _____ Date: 7-17-14

Print: Richard Freeland

*Additionally, we are requesting that your company provide an **Updated Certificate of Insurance** as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).*

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

cc: department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2014

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
Kahn Insurance Agency, LLC
P.O. Box 450550
Laredo TX 78045

CONTACT NAME: Greg Kahn
PHONE (A/C, No, Ext): (956) 231-0321 FAX (A/C, No): (888) 650-1867
E-MAIL ADDRESS: gregkahn@kahn-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI-Gerling America Insurance Company	41343
INSURER B : Great American E&S Insurance Company	37532
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arguindegui Management Co, LLC
Arguindegui Oil Co. II Ltd
PO BOX 1367
Laredo TX 78042-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EGGCD000092014	06/27/2014	06/27/2015	EACH OCCURRENCE	$ 2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			EAGCD000092014	06/27/2014	06/27/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] CA9948 [X] MCS90							$
A	[ ] UMBRELLA LIAB [X] OCCUR			EXAGD000092014	06/27/2014	06/27/2015	EACH OCCURRENCE	$ 3,000,000
B	[X] EXCESS LIAB [ ] CLAIMS-MADE			XS1942986-01	06/27/2014	06/27/2015	AGGREGATE	$ 3,000,000
	[ ] DED [ ] RETENTION $						6 X 5 layer:	$ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Automobile Physical Damage			EAGCD000092014	06/27/2014	06/27/2015	Deductible:	
							Comprehensive	1,000
							Collision	1,000

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

The Certificate Holder is an Additional Insured, and is granted Waiver of Subrogation, with respects to General Liability & Auto Liability both only when required by written contract but limited to the operations of the Insured under said contract, and always subject to policy terms, conditions, and exclusions. The Certificate Holder is an Additional Insured - Primary and Non-contributory under General Liability only when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn. Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539-

CANCELLATION

AI 000096

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2014

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).

RECEIVED MAY 06 2014 By

PRODUCER
TCOR Management
396 N. Seguin Ave
New Braunfels TX 78130

CONTACT NAME: Barbara Flores
PHONE (A/C, No, Ext): (830) 387-7019 FAX (A/C, No): (830) 387-7022
E-MAIL ADDRESS: change@tcormanagement.com

INSURED
Arguindegui Management Co LLC
PO Box 1367
Laredo TX 78042

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Ins.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1442801574 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		TSF0001130384	5/1/2014	5/1/2015	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Workers Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. USL&H coverage is provided.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
100 E. Cano 4th Floor
Administrtion Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rick Dudney/FLORBA

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Additional Named Insureds

Other Named Insureds
Aoc Calton Ltd, Arguindegui Management Co LLC,
Aoc Holding Company Inc
Arguindegui Investments Ltd, Arguindegui
Arguindegui Oil Company II Ltd, Arguindegui
Arguindegui Pump N Shop Ltd, Aguindegui
Arguindegui Railway Services Ltd, Arguindegui
Arguindegui Real Estate Ltd, Arguindegui
Fleet Fueling Systems Ltd, Arguindegui
Quantum Aeronautics LLC

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REQUIREMENTS AGREEMENT
C-13-021-09-03

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 03, 2013** by and between **Arguindegui Oil Co. II, LTD.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is 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 **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **September 12, 2013** and expire on **September 11, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. Buyer and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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
302 W. University Drive
Edinburg, Texas 78539

If to Seller: Arguindegui Oil Co. II LTD.
4506 Hwy 359
Laredo, Texas 78043

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **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 Buyer 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 Buyer 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, 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 Buyer.

(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 Buyer, 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: _____

BUYER

By: Ramon Garcia
Ramon Garcia, County Judge
Approved by Commissioners' Court
on 9/3/13 RG

ATTEST: Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

Seller:

By: Beto López

Printed Name: Jose Alberto López

Title: Pricing Manager

Date: 9/17/13

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Stephen L. Crain

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
September 3, 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

The Court moved to items 20.A, 20.B, and 20.C.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda.

5. Open Forum

- Fern McClaugherty expressed her concern on the large raises on some employees in listed on the Agenda for the Budget Workshop.
- Opal Billman feels her efforts in obtaining a land survey are being blocked and stated she will claim all the buildings on her land.

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."

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: 5 - 0 Unanimously

2. Requesting engagement with the firm of ATLAS, HALL AND RODRIGUEZ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to

improvements attached as "Exhibit A", located on Tract 2 out of Lot Fifteen (15), Section 245 of the Texas-Mexican Railway Company's Survey of lands in Hidalgo County, TX, valued by appraisal report as being $0 due to age and condition of said improvements.

On motion by COMMISSIONER, PCT. 2 HECTOR "TITO" PALACIOS, seconded by COMMISSIONER, PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 Unanimously

C. Discussion, consideration, and approval to remove from inventory a 350 ft. Communication Tower and a Collection Site Guard Station attached as "Exhibit B" due to assets been destroyed (see attached affidavit).

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 Unanimously

D. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of land (3.49 acres (Tract 2) out of section 245 of Texas-Mexican Railway).

E. Approval of 2013 appropriation of funds to fund 1200 in the total amount of $188,579.31

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval on items D and E.

Vote: 5 - 0 Unanimously

22. 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. Pct. 4

1. AI-40303 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT 3 JOE M. PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 Unanimously

D. Sheriff's Office

1. **AI-40140** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code- 262.024(a)(4), a professional service;

   On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 Unanimously

   b. Authority to enter into a & approval of contract for the provision of Psychological Services (as mandated under Texas Administrative Code) with Dr. Gregorio Pina, III, PhD.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 Unanimously

2. **AI-40391**
   Requesting authority to advertise with approval of plans and specifications developed by project engineer Halff Associates, Inc for Hidalgo County Sheriff's Office - Facility Modifications to Incorporate Motorola and 911 Equipment. RFB No. 2013-258-09-25-MSS.

   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: 5 - 0 - Unanimously

E. Co. Wide

1. **AI-39784** Presentation of bid received as detailed in tabulation sheet contained herein meeting all specifications for the purpose of award and approval of contract for RFB titled: Hidalgo County (all funding sources)- "Collection of Used Oil, Oil Filters and Antifreeze" through project No.: 2013-038-06-26-MEG.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 - Unanimously

2. **AI-40038** ***APPROVED***
   Presentation of tabulation for action by CC to award to multiple vendors that submitted the lowest & best bids (by category/item and meeting all specifications and requirements) with approval of contracts for "Lubricants (Grease, Oil Hydraulic Fluids) and Antifreeze Products" for RFB No 2013-021-07-24-YZV.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

JULY 08, 2013

Re: **HIDALGO COUNTY**
Request for Bids -**"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**
RFB-2013-021-07-24-YZV

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/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"
Bid No: 2013-021-07-24-YZV

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 10 pages.**
5. **Exhibit "C" Insurance Requirements, consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Certification Regarding Debarment, consisting of 1 page.**
9. **Draft Requirements Agreement, consisting of 7 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

JULY 08, 2013
Date

BID №: 2013-021-07-24	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626 Ext. 4881

REQUEST FOR BIDS

HIDALGO COUNTY

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE PRODUCTS)

RFB: 2013-021-07-24-YZV

BID OPENING DATE: JULY 24, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY-LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** in Accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-021-07-24-YZV- HIDALGO COUNTY – LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, JULY 24, 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 REQUEST FOR BIDS-2013-021-07-24-YZV.**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** 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 Facilities Management Department
Attn. Daniel Flores
3100 South Business 281
Edinburg, Texas 78539
(956) 289-7850

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**JULY 24, 2013**
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 day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two

business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS

RFB NO: 2013-021-07-24-YZV

SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 8310 West Mile 7 Rd, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, Texas 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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.

ERRORS IN BIDS, RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the

conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS:
The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished In container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.

2. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.

3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern

4. The bid price will include all shipping and handling charges.

5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.

7. No cash advance discount will be considered.

8. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

9. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.

10. BID PRICE: Bid your lowest delivery price as of the bid opening date.

11. Detailed explanation of warranties must be provided with bid.

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

EVALUATION OF BID: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

"OR EQUAL" INTERPRETATION CLAUSE: Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item

will not be considered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.
10. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other

things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

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:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   i) 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.

   ii) 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.

   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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.

d) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, Wednesday, JULY 17, 2013, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday JULY 19, 2013.

ACKNOWLEDGMENT FORM

Company Name:			
Address:			
City/State/Zip:			
Authorized Signature:			
Authorized Signature (Print):			
Title:			
Telephone №:		Fax №:	
Cell Number:			
EMAIL:			

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

1 **DIESEL ENGINE LUBRICANTS-NIGP COMMODITY CODE: 405-90**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Fleet Supreme EC			
Bulk			

1B **SAE 10W** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1C **SAE 30W** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1D **SAE 40W** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1E. **Rotella T (15 W-40 C J 4)** **-NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2 **GASOLINE ENGINE LUBRICANTS – NIGP COMMODITY CODE: 405-39**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30– NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2B **SAE10W-30 – NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			
Bulk			

2C **SAE5W-20– NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Premium Synthetic Blend			
Bulk			

2D SAE30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2E SAE40 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2F SAE5W-20 SIMI SYNTHETIC– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2G SAE2W-50– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

3 **Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			

3B **Type F ATF** meeting Ford M2C33-F specifications- **NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			

3C **Mercon 5 - Trasmission Fluid - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

3D **Allison – Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

4 **Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil			
55 Gallon Lubriguard 303			

5 **Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57**
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5A **SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5B **SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5E. **SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57 MT-1 performance for Eaton, Mack, Meritor, Navistar**

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

5G **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

6 **Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs. NIGP COMMODITY CODE: 405-51**

6A **ISO 32 NIGP COMMODITY CODE: 405-51**

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6B **ISO 46 NIGP COMMODITY CODE: 405-51**

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6C **ISO 68 NIGP COMMODITY CODE: 405-51**

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy			
55 Gallon			

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Shell			

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Gunk			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums NIGP COMMODITY CODE: 405-24

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg-Mystik			
55 Gallon			

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT			
35# Pail			
120 # Keg-CAT			

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55Gallon-Shell Zone			

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

10C Volvo Antifreeze – Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit

12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

Brand	Product No.	Price Per Unit

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

Brand	Product No.	Price Per Unit

12E Easy Slide RB-9512 Dryfilm Lubricant – Lube-A-Boom NIGP COMMODITY CODE: 405-66

Brand	Product No.	Price Per Unit

CLASS 630 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	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. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-		-				

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-021-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, **2013** by and between _____ ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is 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 **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, **2013** and expire on _____, **2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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
302 W. University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **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.** 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 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: _____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B"
BID PAGE

Arguindegui Oil Co. II Ltd
Laredo, Texas

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	Conoco Fleet C	EC15W40	3.62
Gallon	Conoco Fleet	EC15W40	11.33
5 Gallon	AOC CJ-4	15 WHD C 1-4	39.12
55 Gal EC Fleet Supreme	AOC CJ-4	15 W40	430.29
Bulk	AOC CJ-4	15 W40	7.82 gal

1C **SAE 30W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Gallon	Conoco T5X	HD 30W	11.61

1D **SAE 40W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Gallon	Conoco T5X	HD 40W	11.61
5 Gallon	Conoco T5X	HD 40W	49.09
55 Gallon	Conoco T5X	HD 40W	477.47
Bulk	Conoco T5X	HD40W	8.32

1E. **Rotella T** (15 W-40 C J 4) **NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
Quart	Conoco Fleet	EC 15W40	3.62
Gallon	Conoco Fleet	EC 15W40	11.33
5 Gallon	AOC-CJ-4	15W40	39.12
55 Gallon	AOC-CJ-4	15W40	430.29
Bulk	AOC-CJ-4	15W40	7.82

AWARDED PRODUCTS TABULATION SHEET FOR ORDERING PURPOSES

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2013-021-07-24-YZV

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30** **NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
5 Gallon	AOC PREM	5W 30	31.92
55 Gallon	AOC PREM	5W 30	351.35
Bulk	AOC PREM	5W 30	6.39

2B **SAE10W-30** **NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
5 Gallon	AOC PREM	10W 30	32.65
55GalFormulaShell	AOC PREM	10W 30	359.12
Bulk	AOC PREM	10W 30	6.53

2C **SAE5W-20** **NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	Conoco Super AS	5W20	2.95
5 Gallon	AOC	5W 20	32.94
55GalPrem Synthetic Blend	AOC	5W 20	362.35
Bulk	AOC	5W 20	6.59

2F **SAE5W-20 SIMI SYNTHETIC** **NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	Conoco Super AS	5W20	2.95
5 Gallon	AOC Prem	5W20	32.94
55 Gallon	AOC Prem	5W20	362.35
Bulk	AOC Prem	5W20	6.59

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for: **NIGP COMMODITY CODE: 405-36**
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
5 Gallon	AOC	ATF	32.06
55Gallon Formula Shell	AOC	ATF	352.65

3B **Type F ATF** meeting Ford M2C33-F specifications **NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
Quart	Conoco TypE	ATF	3.36

AWARDED PRODUCTS TABULATION SHEET FOR ORDERING PURPOSES

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2013-021-07-24-YZV

3C Mercon 5-Transmission Fluid NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
12/1 QT	Conoco	Mercon V	4.35
55 Gallon	Conoco	Mercon V	945.35

3D Allison – Castrol Transmission TranSynd NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
55 Gallon	Conoco Syncon	HP ATF	1,653.88

4 Tractor Hydraulic Fluids NIGP COMMODITY CODE: 405-51
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gal Steiner Hydraulic Oil	AOC PREM	THF	34.06
55 Gal Lubriguard 303	AOC PREM	THF	374.65

5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E NIGP COMMODITY CODE: 405-57

	Brand	Product No.	Price Per Unit
35# Pail	Conoco VGL	80W90	54.74
120 Lb Keg	Conoco VGL	80W90	171.15
400 Lb Drum	Conoco VGL	80W90	539.59

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E NIGP COMMODITY CODE: 405-57

	Brand	Product No.	Price Per Unit
35# Pail	Conoco VGL	85W140	54.74
120 Lb Keg	Conoco VGL	85W140	171.15
400Lb Drum	Conoco VGL	85W140	539.59

5C GL-5, MT-1, MACK GO-J NIGP COMMODITY CODE: 405-57

	Brand	Product No.	Price Per Unit
35# Pail	Conoco Triton Syn	75W90	136.21
400 lb Drum Spirax	Conoco Trition Syn	75W90	1,528.09

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar NIGP COMMODITY CODE: 405-57

	Brand	Product No.	Price Per Unit
35# Pail	Conoco Triton Syn	50	151.86

AWARDED PRODUCTS TABULATION SHEET FOR ORDERING PURPOSES

5E. **SAE50W Synthetic Transmission lubricant meeting the following specifications:**
MT-1 performance for Eaton, Mack, Meritor, Navistar NIGP COMMODITY CODE: 405-57

	Brand	Product No.	Price Per Unit
35# Pail	Conoco Triton Syn	50	151.86
400 Lb Drum	Conoco Triton Syn	50	1,695.53

9 **Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums**

9A **Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24**

NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Conoco Dynalife	HT#2	20.88
35# Pail	Conoco Dynalife	HT#2	77.33
120# Keg-Mystik	Conoco Dynalife	HT#2	265.13
55 Gallon	Conoco Dynalife	HT#2	883.76

9B **Lithium complex High Temp Grease w/3% only meeting specifications: NIGP COMMODITY CODE: 405-24**

NG-GI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	Conoco Megaplex	XD3#2	31.12
35# Pail	Conoco Megaplex	XD3#2	117.06

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12B **Diesel Fuel Additives – NIGP COMMODITY CODE: 405-07**

	Brand	Product No.	Price Per Unit
	Power Service Diesel	Kleen & Centane Boot	75.76

ORIGINAL BID PRICING DO NOT USE FOR ORDERING PURPOSES

HIDALGO COUNTY

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)

RFB № 2013-021-07-24-YZV

EXHIBIT "B"-BID PAGES

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

1 **DIESEL ENGINE LUBRICANTS-NIGP COMMODITY CODE: 405-90**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	Conoco Fleet EC	15W40	$3.62 per qtr.
Gallon	"	"	$11.33 per jug
5 Gallon	AOC CJ-4	15W40	$39.12 per pail
55 Gallon Fleet Supreme EC	"	"	$430.29 per drum
Bulk	"	"	$7.82 per gallon

1B **SAE 10W** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	NO BID OPENED
Gallon	—	—	NO BID 9:49
5 Gallon	—	—	NO BID
55 Gallon	—	—	NO BID 7-24-2013
Bulk	—	—	NO BID Witnessed

1C **SAE 30W** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	NO BID
Gallon	Conoco T5X	HD 30W	$11.61 per jug
5 Gallon	—	—	NO BID
55 Gallon	—	—	NO BID
Bulk	—	—	NO BID

1D **SAE 40W** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	NO BID
Gallon	Conoco T5X	HD 40W	$11.61 per jug
5 Gallon	"	"	$49.09 per pail
55 Gallon	"	"	$477.47 per drum
Bulk	"	"	$8.32 per gallon

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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EXHIBIT "B"-BID PAGES

1E. Rotella T (15 W-40 C J 4) -NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
Quart	Conoco Fleet EC	15W40	$3.62 per qtr.
Gallon	" "	"	$11.33 per jug.
5 Gallon	AOC CJ-4	15W40	$39.12 per pail
55 Gallon	"	"	$430.29 per drum
Bulk	"	"	$7.82 per gallon

2 GASOLINE ENGINE LUBRICANTS – NIGP COMMODITY CODE: 405-39
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Conoco Super AS	5W30	$2.95 per qtr.
Gallon	—	—	NO BID
5 Gallon	AOC Prem	5W30	$31.95 per pail
55 Gallon	" "	"	$351.35 per drum
Bulk	" "	"	$6.39 per gallon

2B SAE10W-30 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Conoco Super AS	10W30	$2.95 per qtr.
Gallon	—	—	NO BID
5 Gallon	AOC Prem	10W30	$32.65
55 Gallon Formula Shell	—	—	$359.12
Bulk	—	—	$6.53

OPENED 9:49 7-24 Witnessed

2C SAE5W-20– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Conoco Super AS	5W20	$2.95
Gallon	—	—	NO BID
5 Gallon	AOC Prem	5W20	$32.94
55 Gallon Premium Synthetic Blend	" "	"	$362.35
Bulk	" "	"	$6.59

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
RFB № 2013-021-07-24-YZV
EXHIBIT "B"-BID PAGES

2D SAE30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	—	—	NO BID
Gallon	—	—	NO BID
5 Gallon	—	—	NO BID
55 Gallon	—	—	NO BID
Bulk	—	—	NO BID

2E SAE40 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	—	—	NO BID
Gallon	—	—	NO BID
5 Gallon	—	—	NO BID
55 Gallon	—	—	NO BID
Bulk	—	—	NO BID

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9:49
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Witnessed

2F SAE5W-20 SIMI SYNTHETIC– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Conoco Syper	AS 5W20	$2.95
Gallon	—	—	NO BID
5 Gallon	AOC Prem	5W20	$32.94
55 Gallon	"	"	$362.35
Bulk	"	"	$ 6.59

2G SAE2W-50– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	—	—	NO BID
Gallon	—	—	NO BID
5 Gallon	—	—	NO BID
55 Gallon	—	—	NO BID
Bulk	—	—	NO BID

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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EXHIBIT "B"-BID PAGES

3 **Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2**

	Brand	Product No.	Price Per Unit
Quart	Conoco Super ATF		$2.89
Gallon	—	—	NO BID
5 Gallon	AOC ATF		$32.06
55 Gallon Formula Shell	AOC ATF		$352.65

3B **Type F ATF meeting Ford M2C33-F specifications- NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
Quart	Conoco Type F ATF		$3.36
Gallon	—	—	NO BID
5 Gallon	—	—	NO BID
55 Gallon	—	—	NO BID

OPENED 9:49 7-24-13 Witnessed

3C **Mercon 5 - Trasmission Fluid - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	Conoco Mercon V		$4.35
16 Gallon	—	—	NO BID
55 Gallon	11	11	$945.35

3D **Allison – Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	—	—	NO BID
16 Gallon	—	—	NO BID
55 Gallon	Conoco Syncon HP ATF		$1653.88

4 **Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	AOC Prem THF		$34.06
55 Gallon Lubriguard 303	11 11	11	$374.65

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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EXHIBIT "B"-BID PAGES

5 **Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57**
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail	—	—	NO BID
120 Lb Keg	—	—	NO BID
400 Lb Drum Spirax	—	—	NO BID

5A **SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Conoco VGL	80W90	$54.74
120 Lb Keg	"	"	$171.15 OPENED
400 Lb Drum	"	"	$539.59 9:49

5B **SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

7-24-13 Witnessed

	Brand	Product No.	Price Per Unit
35# Pail	Conoco VGL	85W140	$54.74
120 Lb Keg	"	"	$171.15
400 Lb Drum	"	"	$539.59

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	Conoco Triton Syn	75W90	$136.21
120 Lb Keg	—	—	NO BID
400 Lb Drum Spirax	"	"	$1520.09

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Conoco Triton Syn	50	$151.86
120 Lb Keg	—	—	NO BID
400 Lb Drum	"	"	$1695.53

ORIGINAL BID PRICING DO NOT USE
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HIDALGO COUNTY
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5E. **SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57 MT-1 performance for Eaton, Mack, Meritor, Navistar**

	Brand	Product No.	Price Per Unit
35# Pail	Conoco	Triton Syn 50	$151.84
120 Lb Keg	—	—	No Bid
400 Lb Drum	"	"	$1695.53

5F **CAT-TO-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
35# Pail	Conoco Power	Drive 30w	$75.53
120 Lb Keg	—	—	NO BID
400 Lb Drum CAT	Conoco Power	Drive 30w	$ 790.06

OPENED 9:49 1-24-13 Witnessed

5G **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
35# Pail	Conoco Power	Drive 50w	$ 75.65
120 Lb Keg	—	—	NO BID
400 Lb Drum CAT	Conoco Power	Drive 50w	$ 791.35

6 **Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs. NIGP COMMODITY CODE: 405-51**

6A **ISO 32 NIGP COMMODITY CODE: 405-51**

	Brand	Product No.	Price Per Unit
5 Gallon	Conoco Megaflow	AW Hyd 32	$ 52.18
55 Gallon	"	"	$ 373.94

6B **ISO 46 NIGP COMMODITY CODE: 405-51**

	Brand	Product No.	Price Per Unit
5 Gallon	Conoco Megaflow	AW Hyd 46	$ 56.59
55 Gallon	"	"	$ 422.47

6C **ISO 68 NIGP COMMODITY CODE: 405-51**

	Brand	Product No.	Price Per Unit
5 Gallon	Conoco Megaflow	AW Hyd 68	$ 138.96
55 Gallon	"	"	$ 420.94

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy	—	—	NO BID
55 Gallon	—	—	NO BID

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint	—	—	NO BID
Quart	—	—	NO BID
Gallon-Shell	—	—	NO BID

OPENED 9:49 7-24-13 Witnessed

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint	—	—	NO BID
Quart	—	—	NO BID
Gallon-Gunk	—	—	NO BID

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	—	—	NO BID
55 Gallon	—	—	NO BID

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums NIGP COMMODITY CODE: 405-24

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Conoco Dynalife	HT#2	$20.88
35# Pail	"	"	$ 77.33
120 # Keg-Mystik	"	"	$ 265.13
55 Gallon	"	"	$ 883.76

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	Conoco Megaplex	XD3#2	$ 31.12
35# Pail	"	"	$ 117.06
120 # Keg-CAT	"	"	$ 398.54

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
RFB № 2013-021-07-24-YZV
EXHIBIT "B"-BID PAGES

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	—	—	NO BID
55Gallon-Shell Zone	—	—	NO BID

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	—	—	NO BID
55 Gallon	—	—	NO BID

10C Volvo Antifreeze – Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon	—	—	NO BID
55 Gallon	—	—	NO BID

OPENED 9:49 7-24-13 Witnessed

CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
—	—	NO BID

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
—	—	NO BID

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
—	—	NO BID

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
—	—	NO BID

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
Oil Absorbent	50lbs.	$6.92

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit
—	—	NO BID

12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit
Power Service	Diesel Kleen + Centane Boost	$ 75.76

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

Brand	Product No.	Price Per Unit
—	—	NO BID

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

Brand	Product No.	Price Per Unit
—	—	NO BID

12E Easy Slide RB-9512 Dryfilm Lubricant – Lube-A-Boom NIGP COMMODITY CODE: 405-66

Brand	Product No.	Price Per Unit
—	—	NO BID

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CLASS 630 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	AOC Prem Mineral Spirits		$ 40.29
55 Gallon	"	"	$ 346.18

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:	Arguindegui Oil Co. II Ltd.
ADDRESS:	4506 Hwy 359
CITY/STATE/ZIP CODE:	Laredo, TX 78043
TELEPHONE NUMBER	956-722-5251
E-MAIL ADDRESS:	beto.lopez@argpetro.com
CELLULAR NUMBERS:	
FAX NUMBER:	956 727-7636
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Beto Lopez
TITLE:	Pricing Manager
DATE:	07/22/13

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kahn Insurance Agency, LLC P.O. Box 450550 Laredo TX 78045	CONTACT NAME: Greg Kahn PHONE (A/C, No, Ext): (956) 231-0321 FAX (A/C, No): (888) 650-1867 E-MAIL ADDRESS: gregkahn@kahn-insurance.com
INSURED Arguindegui Management Co, LLC Arguindegui Oil Co. II Ltd PO BOX 1367 Laredo TX 78042-	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: HDI-Gerling America Insurance Company — 41343 INSURER B: Century Surety Company — 36951 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EGGCD000092013	06/27/2013	06/27/2014	EACH OCCURRENCE	$ 5,000,000
A	[X] COMMERCIAL GENERAL LIABILITY			EXAGD000092013	06/27/2013	06/27/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 5,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			EAGCD000092013	06/27/2013	06/27/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	[X] ANY AUTO			EXAGD000092013	06/27/2013	06/27/2014	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] MSC90 [X] CA9948							$
B	[ ] UMBRELLA LIAB [X] OCCUR			CCP818840	06/27/2013	06/27/2014	EACH OCCURRENCE	$ 5,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Automobile Physical Damage-			EAGCD000092013	06/27/2013	06/27/2014	Deductible: Comprehensive 1,000 Collision 1,000	

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

The Certificate Holder is an Additional Insured, and is granted Waiver of Subrogation, with respects to General Liability & Auto Liability both only when required by written contract but limited to the operations of the Insured under said contract, and always subject to policy terms, conditions, and exclusions. The Certificate Holder is an Additional Insured - Primary and Non-contributory under General Liability only when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn. Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539-

CANCELLATION AI 000096

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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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

July 14, 2014

Oil Patch Fuel & Supply, Inc.
Attn: Veronica Martinez
4004 N Cage Blvd
Pharr, Texas 78577

Via E-Mail: veronicajmtz@att.net

Re: Renewal/Extension - **C-13-021a-09-03** "Lubricants-(Grease, Oil Hydraulic Fluids-Antifreeze Products)"

Dear Ms. Martinez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to renewal the one (1) year term as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **August 05, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, **July 22, 2014** via facsimile to (956) 956-292-7612 or email to: yolanda.velasquez@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: Veronica Martinez Date: 7/18/14

Print: Veronica Martinez

Additionally, we are requesting that your company provide an ***Updated Certificate of Insurance*** *as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).*

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

cc: department

e, 1700 × 2800 pixels) - Scaled (21%) http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&i...

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2013

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 CCIM, Inc dba Capitol City Ins and The Insurance Store 8030 N Mopac Austin TX 78759	CONTACT NAME: Christa Moeller PHONE (A/C, No, Ext): (512) 343-0280 FAX (A/C, No): (512) 343-0352 E-MAIL ADDRESS: christam@ccinsurance.com
INSURED Oil Patch Fuel & Supply, Inc. 1905 Bayou Court Brownsville TX 78526	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Crum & Forster INSURER B: Texas Mutual Insurance Company — 22945 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL139909971 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			5068714086- QUOTE	9/14/2013	9/14/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS — SCHEDULED AUTOS X HIRED AUTOS — X NON-OWNED AUTOS X MCS-90 — X CA9948 Pollution			5068714086- QUOTE	9/14/2013	9/14/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 100,000
A	X UMBRELLA LIAB — X OCCUR EXCESS LIAB — CLAIMS-MADE DED X RETENTION $ 10,000			5237066583- QUOTE	9/14/2013	9/14/2014	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001162184- QUOTE	9/14/2013	9/14/2014	X WC STATU-TORY LIMITS — OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

(956) 318-2629

Hidalgo County Purchasing Dept
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dwayne Baker/CHRSTA

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REQUIREMENTS AGREEMENT
C-13-021A-09-03

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 03, 2013** by and between **Oil Patch Fuel & Supply, Inc..** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is 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 **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **September 12, 2013** and expire on **September 11, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. Buyer and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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
302 W. University Drive
Edinburg, Texas 78539

If to Seller: Oil Patch Fuel & Supply, Inc
4004 N. Cage Blvd.
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 Unites 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 Buyer 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 Buyer 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, 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 Buyer.

(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 Buyer, 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: _____

BUYER

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:
Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 9-3-13 RD

Seller:

By: Veronica Martinez

Printed Name: Veronica Martinez

Title: Branch Manager

Date: 9/14/13

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Stephen L. Crain

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
September 3, 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

The Court moved to items 20.A, 20.B, and 20.C.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda.

5. Open Forum

- Fern McClaugherty expressed her concern on the large raises on some employees in listed on the Agenda for the Budget Workshop.
- Opal Billman feels her efforts in obtaining a land survey are being blocked and stated she will claim all the buildings on her land.

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."

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: 5 - 0 Unanimously

2. Requesting engagement with the firm of ATLAS, HALL AND RODRIGUEZ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to

improvements attached as "Exhibit A", located on Tract 2 out of Lot Fifteen (15), Section 245 of the Texas-Mexican Railway Company's Survey of lands in Hidalgo County, TX, valued by appraisal report as being $0 due to age and condition of said improvements.

On motion by COMMISSIONER, PCT. 2 HECTOR "TITO" PALACIOS, seconded by COMMISSIONER, PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 Unanimously

C. Discussion, consideration, and approval to remove from inventory a 350 ft. Communication Tower and a Collection Site Guard Station attached as "Exhibit B" due to assets been destroyed (see attached affidavit).

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 Unanimously

D. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of land (3.49 acres (Tract 2) out of section 245 of Texas-Mexican Railway).

E. Approval of 2013 appropriation of funds to fund 1200 in the total amount of $188,579.31

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval on items D and E.

Vote: 5 - 0 Unanimously

22. 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. Pct. 4

1. **AI-40303** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT 3 JOE M. PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 Unanimously

D. Sheriff's Office

1. **AI-40140** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code- 262.024(a)(4), a professional service;

   On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 Unanimously

   b. Authority to enter into a & approval of contract for the provision of Psychological Services (as mandated under Texas Administrative Code) with Dr. Gregorio Pina, III, PhD.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 Unanimously

2. **AI-40391**
   Requesting authority to advertise with approval of plans and specifications developed by project engineer Halff Associates, Inc for Hidalgo County Sheriff's Office - Facility Modifications to Incorporate Motorola and 911 Equipment. RFB No. 2013-258-09-25-MSS.

   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: 5 - 0 - Unanimously

E. Co. Wide

1. **AI-39784** Presentation of bid received as detailed in tabulation sheet contained herein meeting all specifications for the purpose of award and approval of contract for RFB titled: Hidalgo County (all funding sources)- "Collection of Used Oil, Oil Filters and Antifreeze" through project No.: 2013-038-06-26-MEG.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 - Unanimously

2. **AI-40038** ***APPROVED***
   Presentation of tabulation for action by CC to award to multiple vendors that submitted the lowest & best bids (by category/item and meeting all specifications and requirements) with approval of contracts for "Lubricants (Grease, Oil Hydraulic Fluids) and Antifreeze Products" for RFB No 2013-021-07-24-YZV.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

will not be considered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.
10. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

JULY 08, 2013

Re: **HIDALGO COUNTY**
Request for Bids -**"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**
RFB-2013-021-07-24-YZV

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/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"
Bid No: 2013-021-07-24-YZV

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 10 pages.**
5. **Exhibit "C" Insurance Requirements, consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Certification Regarding Debarment, consisting of 1 page.**
9. **Draft Requirements Agreement, consisting of 7 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

JULY 08, 2013
Date

BID №: 2013-021-07-24	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626 Ext. 4881

REQUEST FOR BIDS

HIDALGO COUNTY

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE PRODUCTS)

RFB: 2013-021-07-24-YZV

BID OPENING DATE: JULY 24, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY-LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** in Accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-021-07-24-YZV- HIDALGO COUNTY – LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, JULY 24, 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 REQUEST FOR BIDS-2013-021-07-24-YZV.**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** 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 Facilities Management Department
Attn. Daniel Flores
3100 South Business 281
Edinburg, Texas 78539
(956) 289-7850

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**JULY 24, 2013**
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 day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two

business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS

RFB NO: 2013-021-07-24-YZV

SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 8310 West Mile 7 Rd, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, Texas 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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.

ERRORS IN BIDS, RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the

conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS:
The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished In container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.

2. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.

3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern

4. The bid price will include all shipping and handling charges.

5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.

7. No cash advance discount will be considered.

8. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

9. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.

10. BID PRICE: Bid your lowest delivery price as of the bid opening date.

11. Detailed explanation of warranties must be provided with bid.

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

EVALUATION OF BID: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

"OR EQUAL" INTERPRETATION CLAUSE: Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item

things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

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:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   i) 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.

   ii) 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.

   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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.

d) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, Wednesday, JULY 17, 2013, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday JULY 19, 2013.

ACKNOWLEDGMENT FORM

Company Name:			
Address:			
City/State/Zip:			
Authorized Signature:			
Authorized Signature (Print):			
Title:			
Telephone №:		Fax №:	
Cell Number:			
EMAIL:			

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

1 **DIESEL ENGINE LUBRICANTS-NIGP COMMODITY CODE: 405-90**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon **Fleet Supreme EC**			
Bulk			

1B **SAE 10W** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1C **SAE 30W** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1D **SAE 40W** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1E. **Rotella T (15 W-40 C J 4)** **-NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2 **GASOLINE ENGINE LUBRICANTS – NIGP COMMODITY CODE: 405-39**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30– NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2B **SAE10W-30 – NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			
Bulk			

2C **SAE5W-20– NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Premium Synthetic Blend			
Bulk			

2D SAE30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2E SAE40 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2F SAE5W-20 SIMI SYNTHETIC– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2G SAE2W-50– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

3 **Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			

3B Type F ATF meeting Ford M2C33-F specifications- **NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			

3C **Mercon 5 - Trasmission Fluid - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

3D **Allison – Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

4 **Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon			
Steiner Hydraulic Oil			
55 Gallon			
Lubriguard 303			

5 **Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57**
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5A **SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5B **SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57**
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5E. **SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57 MT-1 performance for Eaton, Mack, Meritor, Navistar**

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

5G **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

6 **Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs. NIGP COMMODITY CODE: 405-51**

6A **ISO 32 NIGP COMMODITY CODE: 405-51**

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6B **ISO 46 NIGP COMMODITY CODE: 405-51**

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6C **ISO 68 NIGP COMMODITY CODE: 405-51**

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy			
55 Gallon			

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Shell			

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Gunk			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums NIGP COMMODITY CODE: 405-24

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg-Mystik			
55 Gallon			

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT			
35# Pail			
120 # Keg-CAT			

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55Gallon-Shell Zone			

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

10C Volvo Antifreeze – Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

	Brand	Product No.	Price Per Unit

12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

	Brand	Product No.	Price Per Unit

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

	Brand	Product No.	Price Per Unit

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

	Brand	Product No.	Price Per Unit

12E Easy Slide RB-9512 Dryfilm Lubricant – Lube-A-Boom NIGP COMMODITY CODE: 405-66

	Brand	Product No.	Price Per Unit

CLASS 630 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-021-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, **2013** by and between _____ ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is 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 **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, **2013** and expire on _____, **2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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
302 W. University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **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.** 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 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: _____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B"
BID PAGE

AWARDED PRODUCTS TABULATION SHEET FOR ORDERING PURPOSES

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2013-021-07-24-YZV

Oil Patch Fuel & Supply, Inc.
Pharr, Texas

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

1B SAE 10W meeting the following specifications: **NIGP COMMODITY CODE: 405-90**

	Brand	Product No.	Price Per Unit
5 GALLON	Rotella T1 10W	19890	56.12
55 Gallon	Rotella T1 10W	19855	580.14

1C **SAE 30W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN-

	Brand	Product No.	Price Per Unit
Quart	Rotella T130 W	19903	3.25
5 Gallon	Rotella T130 W	19892	54.00
55 Gallon	Rotella T130W	19860	556.88
Bulk	Rotella T130W	04730	9.68

1D **SAE 40W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Rotella T140W	19904	3.24

2 Gasoline Engine Lubricants-
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30 NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	Form-Shell 5W-30	24074	2.94

2B **SAE10W-30 NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	Form-Shell 10W-30	24081	2.90

2D **SAE30 NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	Form Shell 30W	24070	2.90

2E **SAE40 NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	FormulaShell40W	24071	2.90

2G SAE2W-50 Simi synthetic NIGP COMMODITY CODE:405-39

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2013-021-07-24-YZV

	Brand	Product No.	Price Per Unit
Quart	Form Shell 20W-50	24067	2.90
55 Gallon	Form Shell 20W-50	24066	573.19

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for: **NIGP COMMODITY CODE: 405-36**
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	Sprax S3 ATFMD3	27653	2.88

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J NIGP COMMODITY CODE: 405-57

	Brand	Product No.	Price Per Unit
120 Lb Keg	Spirax S6 AXRME 75W-90	26914	514.17

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar NIGP COMMODITY CODE: 405-57

	Brand	Product No.	Price Per Unit
120 LB KEG	Spirax S6 GME50W	26903	495.54
400 LB DRUM	Spirax S6GME50W	26909	1674.06

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	Spirax S4CX30	26901	60.79
400 Lb Drum CAT	Spirax S4CS 30W	26900	631.62

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	Spirax SR CX50W	26896	60.48
400 Lb Drum CAT	Spirax S4 CX50W	26907	628.15

6A Hydraulic Lubricants in various viscosities made available in the following sizes: 5 gallon, 55 Gallon Meeting the following specifications: Denision HF-0, Vickers M-2950-S, TOST min 2000 hrs. NIGP COMMODITY CODE 405-51

	Brand	Product No.	Price Per Unit
5 GALLON	SHELL HYD S1M32	06004	41.22
55 GALLON	SHELL HYD S1M32	06004	416.29

AWARDED PRODUCTS TABULATION
SHEET FOR ORDERING PURPOSES

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2013-021-07-24-YZV

6B ISO 46 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 GALLON	SHELL HYD S1M46	05773	41.22
55 GALLON	SHELL HYD S1M46	05773	416.29

6C ISO 68- NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 GALLON	SHELL HYD S1M68	05773	41.22
55 GALLON	SHELL HYD S1M68	05773	416.29

6D ISO 100 NIGP COMMODITY CODE 405-51

	Brand	Product No.	Price Per Unit
5 GALLON	SHELL TELLOS S2M100	26698	55.22
55 GALLON	SHELL TELLOS S2M100	26709	606.73

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
120 # Keg-CAT	SHELL GADUS S3V46OD2	26859	353.49

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 GALLON	SHELL ZONE AF/C50/50	706021	38.82
55 GALLON – SHELL ZONE	PAR 50/50	55PAR50	276.34

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	ROTELLA ELC	06021	51.43
55 Gallon	PAR EXLIFE 50/50	55 PAR EXTLIFE	374.32

AWARDED PRODUCTS TABULATION
SHEET FOR ORDERING PURPOSES

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2013-021-07-24-YZV

CLASS 075-AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
	ABSORB & DRY	9049	6.12

CLASS 630-PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 gallon, 55 gallon meeting the following specifications:

13A Naptha, Parts Cleaner NIGP COMMODITY CODE: 630-90

	Brand	Product No.	Price Per Unit
5 Gallon	Mineral Spirit	3564	32.22
55 Gallon	Mineral Spirit	5564	317.29

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
RFB № 2013-021-07-24-YZV
EXHIBIT "B"-BID PAGES

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

1 **DIESEL ENGINE LUBRICANTS-NIGP COMMODITY CODE: 405-90**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40 meeting the following specifications: -NIGP COMMODITY CODE: 405-90**
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	N/A	N/A	N/A
Gallon	N/A	N/A	N/A
5 Gallon	Rimula Super	15w-40 71399	51.03
55 Gallon Fleet Supreme EC	Rimula Super	15w-40 71399	524.20
Bulk	Rimula Super	15w 40 71399	7.84

1B **SAE 10W meeting the following specifications: -NIGP COMMODITY CODE: 405-90**
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	N/A	N/A	N/A
Gallon	N/A	N/A	N/A
5 Gallon	Rotella T1 10w	19890	56.12
55 Gallon	Rotella T1 10w	19855	580.14
Bulk	N/A	N/A	N/A

OPENED 9:47 7-24-13 Witnessed

1C **SAE 30W meeting the following specifications: -NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Rotella T1 30w	19903	38.94
Gallon	Rotella T1 30w	19858	37.28
5 Gallon	Rotella T1 30w	19892	54.00
55 Gallon	Rotella T1 30w	19860	556.88
Bulk	Rotella T1 30w	04730	9.68

1D **SAE 40W meeting the following specifications: -NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Rotella T1 40w	19904	38.91
Gallon	Rotella T1 40w	19858	37.28
5 Gallon	Rotella T1 40w	19891	58.41
55 Gallon	Rotella T1 40w	19860	556.88
Bulk	Rotella T1 40w	04732	8.90

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
RFB № 2013-021-07-24-YZV
EXHIBIT "B"-BID PAGES

1E. Rotella T (15 W-40 C J 4) -NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
Quart	N/A	N/A	N/A
Gallon	N/A	N/A	N/A
5 Gallon	Rotella T3 15w-40	19910	59.13
55 Gallon	Rotella T3 15w-40	19911	613.51
Bulk	Rotella T3 15w40	04734	9.81

2 GASOLINE ENGINE LUBRICANTS – NIGP COMMODITY CODE: 405-39
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

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9:47
7-24-13
Witnessed

2A SAE 5W-30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Form. Shell 5w-30	24074	35.28
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	Form. Shell 5w30	24073	496.98
Bulk	Form. Shell 5w-30	05520	7.94

2B SAE10W-30 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Form Shell 10w 30	24081	34.76
Gallon	N/A	N/A	N/A
5 Gallon	Form. Shell 10w-30	05521	47.39
55 Gallon Formula Shell	Form. Shell 10w-30	24079	484.11
Bulk	Form. Shell 10w-30	05521	7.74

2C SAE5W-20– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Form. Shell 5w-20	24080	43.94
Gallon	N/A	N/A	N/A
5 Gallon	Form. Shell 5w-20	05519	48.56
55 Gallon Premium Synthetic Blend	N/A	N/A	N/A
Bulk	Form. Shell 5w-20	05519	7.94

ORIGINAL BID PRICING DO NOT USE FOR ORDERING PURPOSES

HIDALGO COUNTY

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)

RFB № 2013-021-07-24-YZV

EXHIBIT "B"-BID PAGES

2D **SAE30– NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	Form Shell 30	24070	34.76
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A
Bulk	N/A	N/A	N/A

2E **SAE40 – NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	Form Shell 40	24071	34.75
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A
Bulk	N/A	N/A	N/A

OPENED 9:47 7-24-13 Witnessed

2F **SAE5W-20 SIMI SYNTHETIC– NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	N/A	N/A	N/A
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A
Bulk	N/A	N/A	N/A

2G **SAE2W-50– NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart	Form Shell 20W-50	24067	34.75
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	Form Shell 20W-50	24066	573.19
Bulk	N/A	N/A	N/A

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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EXHIBIT "B"-BID PAGES

3 **Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2**

	Brand	Product No.	Price Per Unit
Quart	Spirax S3 ATF MD3	27653	3463
Gallon	N/A	N/A	N/A
5 Gallon	Spirax S3 ATF MD3	216920	50.81
55 Gallon Formula Shell	Spirax S3 ATF MD3	216919	521.73

3B **Type F ATF meeting Ford M2C33-F specifications- NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
Quart	N/A	N/A	N/A
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A

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9:47
7-24-13
Witnessed

3C **Mercon 5 - Trasmission Fluid - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	N/A	N/A	N/A
16 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A

3D **Allison – Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	N/A	N/A	N/A
16 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A

4 **Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	Spirax S4 TXM	216891	59.98
55 Gallon Lubriguard 303	Spirax S4 TXM	216902	482.71

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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EXHIBIT "B"-BID PAGES

5 Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail	N/A	N/A	N/A
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum Spirax	N/A	N/A	N/A

5A SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Spirax HD 80W-90	22425	62.17
120 Lb Keg	Spirax HD 80W-90	22424	208.73
400 Lb Drum	Spirax HD 80W-90	59210	681.55

5B SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

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	Brand	Product No.	Price Per Unit
35# Pail	Spirax HD 85W-140	59212	65.94
120 Lb Keg	Spirax HD 85W-140	59212	208.65
400 Lb Drum	Spirax HD 85W-140	59212	677.24

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	Spirax S6 AXEME 75W-90	216915	170.55
120 Lb Keg	Spirax S6 AXEME 75W-90	216914	514.17
400 Lb Drum Spirax	Spirax S6 AXEME 75W-90	216918	1755.52

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Spirax S6 GME 50W	216905	155.07
120 Lb Keg	Spirax S6 GME 50W	216903	495.54
400 Lb Drum	Spirax S6 GME 50W	216909	1,074.06

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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EXHIBIT "B"-BID PAGES

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	N/A	N/A	N/A
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum	N/A	N/A	N/A

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	Spirax S4 CX 30	21901	60.79
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum CAT	Spirax S4 CX 3040	216900	631.62

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	Spirax S4 CX 50W	216896	60.48
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum CAT	Spirax S4 CX 5040	216907	628.15

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6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.
NIGP COMMODITY CODE: 405-51

6A ISO 32 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Hyd. S1 M32	06004	41.22
55 Gallon	Shell Hyd S1 M32	06004	416.29

6B ISO 46 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Hyd. S1 M46	05773	41.22
55 Gallon	Shell Hyd. S1 M46	05773	416.29

6C ISO 68 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Hyd. S1 M68	05776	41.22
55 Gallon	Shell Hyd. S1 M68	05776	416.29

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy	Shell Tellus S2 M100	216198	$55.22
55 Gallon	Shell Tellus S2 M100	216709	$606.73

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint	N/A		
Quart	N/A		
Gallon-Shell	N/A		

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint	N/A		
Quart	N/A		
Gallon-Gunk	N/A		

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	N/A		
55 Gallon	N/A		

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums
NIGP COMMODITY CODE: 405-24

OPENED
9:47
7-24-13
Witnessed

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Shell Gadus	27558	$24.72
35# Pail	Shell Gadus	216853	$100.93
120 # Keg-Mystik	Shell Gadus	216854	$283.99
55 Gallon	Shell Gadus	27637	$988.28

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	Shell Gadus S3V460D2	27167	$31.36
35# Pail	Shell Gadus S3V460D2	216858	$129.74
120 # Keg-CAT	Shell Gadus S3V460D2	216859	$353.49

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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EXHIBIT "B"-BID PAGES

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	~~Shellzone AF 50/50~~	706021	$38.82
55Gallon-Shell Zone	PAR5050	55PAR50	$276.34

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	Rotella ELC	060021	$51.43
55 Gallon	PAR EXTLIFE50/50	55PAR EXT LIFE	$374.32

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9:47
7-24-13
Witnessed

10C Volvo Antifreeze – Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon	N/A		
55 Gallon	N/A		

CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
N/A		

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
N/A		

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
N/A		

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
N/A		

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
Absorb & Dry	9049	$6.12

ORIGINAL BID PRICING DO NOT USE
FOR ORDERING PURPOSES

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
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EXHIBIT "B"-BID PAGES

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

12E Easy Slide RB-9512 Dryfilm Lubricant – Lube-A-Boom NIGP COMMODITY CODE: 405-66

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

OPENED
9:47
7-24-13
Witnessed

CLASS 630 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	Mineral Spirits	3564	32.22
55 Gallon	Mineral Spirits	5564	317.29

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:	Oil Patch Fuel & Supply, Inc.
ADDRESS:	4004 N. Cage Blvd.
CITY/STATE/ZIP CODE:	Pharr, TX. 78577
TELEPHONE NUMBER	956-781-9047
E-MAIL ADDRESS:	veronica.jmtz@att.net
CELLULAR NUMBERS:	956-455-3331 / 956-781-9047
FAX NUMBER:	956-781-9874
AUTHORIZED SIGNATURE:	Veronica Martinez
PRINTED NAME:	Veronica Martinez
TITLE:	Branch Manager
DATE:	7/24/13

EXHIBIT "C"
CERTIFICATE OF INSURANCE

e, 1700 × 2800 pixels) - Scaled (21%) http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&i...

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2013

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 CCIM, Inc dba Capitol City Ins and The Insurance Store 8030 N Mopac Austin TX 78759	CONTACT NAME: Christa Moeller PHONE (A/C, No, Ext): (512) 343-0280 FAX (A/C, No): (512) 343-0352 E-MAIL ADDRESS: christam@ccinsurance.com
INSURED Oil Patch Fuel & Supply, Inc. 1905 Bayou Court Brownsville TX 78526	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Crum & Forster INSURER B: Texas Mutual Insurance Company — 22945 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL139909971 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			5068714086- QUOTE	9/14/2013	9/14/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS — SCHEDULED AUTOS X HIRED AUTOS — X NON-OWNED AUTOS X MCS-90 — X CA9948 Pollution			5068714086- QUOTE	9/14/2013	9/14/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 100,000
A	X UMBRELLA LIAB — X OCCUR EXCESS LIAB — CLAIMS-MADE DED X RETENTION $ 10,000			5237066583- QUOTE	9/14/2013	9/14/2014	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001162184- QUOTE	9/14/2013	9/14/2014	X WC STATU-TORY LIMITS — OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

(956) 318-2629

Hidalgo County Purchasing Dept
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dwayne Baker/CHRSTA

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AI-45561 **Purchasing Department 11. C.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Constable Pct. #3:
Approval to purchase One (1) New 2015 Chevrolet Tahoe PPV CC10706 through the County's membership/participation with TPASS (TxSmartBuy)/Caldwell Country Chevrolet (Contract #CPA 071 / 468CLE) in the amount of $47,719 which includes Administration fee and delivery for (Project #2014-298 OGG).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1284-421-00-293-047-6-741

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

BUDGETARY IMPACT:

As per Pct. #3 Constable, Stone Garden Grant Funds have been appropriated for proposed purchase under acct #4-1284-421-00-293-047-6-741.

Funds available as of 7/18/14 through Requisition# 260425.

Attachments

agenda backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/17/2014 03:54 PM
Budget & Management	Debbie Tamez	07/17/2014 04:22 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Oscar Garza Started On: 07/17/2014 02:24 PM

Final Approval Date: 07/25/2014

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: July 17, 2014	
Department: Hidalgo County Constable Precinct 3	
Name of Approving Elected Official/Department Head/Supervisor: Lazaro Gallardo, Jr.	
Point of Contact: Rene Gonzalez	Contact Phone Number: 956-205-7031 Contact Fax Number: 956-519-4245
Contact E-Mail: rene.gonzalez@co.hidalgo.tx.us	
Budget Account Number: 4-1284-421-00-293-047-6-741	
Signature of Approving Elected Official/Department Head/Supervisor: Lazaro Gallardo Jr.	
Estimated Date Goods/Services are required:	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Please see attached.

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

AI-45561 Acct # 4-1289-421-00-293-847-6-741

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: HIDALGO COUNTY PCT 3	Contractor: CALDWELL COUNTRY
Contact Name: RENE GONZALEZ RAQUEL V. RAMOS	CALDWELL COUNTRY
Email: RENE.GONZALEZ@CO.HIDALGO.TX.US RAQUEL.RAMOS@CO.HIDALGO.TX.US	Prepared By: Averyt Knapp
Phone #: 956-581-6800	Email: aknapp@caldwellcountry.com
Fax #: 956-519-4245	Phone #: 979-567-6116
Location City & State: EDINBURG, TX	Fax #: 979-567-0853
Date Prepared: JULY 15, 2014	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: CPA 071/468CLE (SMARTBUY)	Tax ID # 27-3037856

Product Description: CHEVROLET TAHOE PPV CC10706

A Base Price: (COMMODITY CODE #07105100654)	$28,116

B Fleet Quote Option:

Code	Description	Cost		Description	Cost
	2015 MODEL, LH SPOTLIGHT, LOCKING DIFFERENTIAL, DUAL BATTERIES, REAR VIEW CAMERA, BLUETOOTH CAPABILITY, REAR SENSORS, FLOOR PLAN MODIFICQTION, PREDRILL LAMPS	2,928.45			
	CAPQ3741-ATTACHED	16,674.55		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL,TEXAS 77836	

Subtotal B	$19,603

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc.)

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$47,719
Quantity Ordered	1
Subtotal E	$47,719

F Non-Equipment Charges (Trade-In, Warranty, Etc.)

G. Color of Vehicle: CHAMPAGNE SILVER	
H. Total Purchase Price (E+F)	$47,719
Estimated Delivery Date:	120 DAYS APPX

Area

1 (/area/1/ex_search/false?keywords=07105100654)
2 (/area/2/ex_search/false?keywords=07105100654)
3 (/area/3/ex_search/false?keywords=07105100654)
4 (/area/4/ex_search/false?keywords=07105100654)
5 (/area/5/ex_search/false?keywords=07105100654)

1 Result Found for "07105100654"

Compare Items Export to CSV

Sort By: Preferred Term, Hi Show: 50 results per page

Narrowed By:

468CLE--468CLE Chevrolet TAHOE-CC10706 FULL SIZE UTILITY (/product/402260)

Commodity Code 07105100654

468CLE--468CLE Chevrolet TAHOE-CC10706 FULL SIZE UTILITY, 8- CYL, 4-DOOR, 2WD, HEAVY DUTY, PURSUIT

Price **$28,116.00** UOM **EA**

Min. Order Qty: 1

Add to wish list (/product/402260)

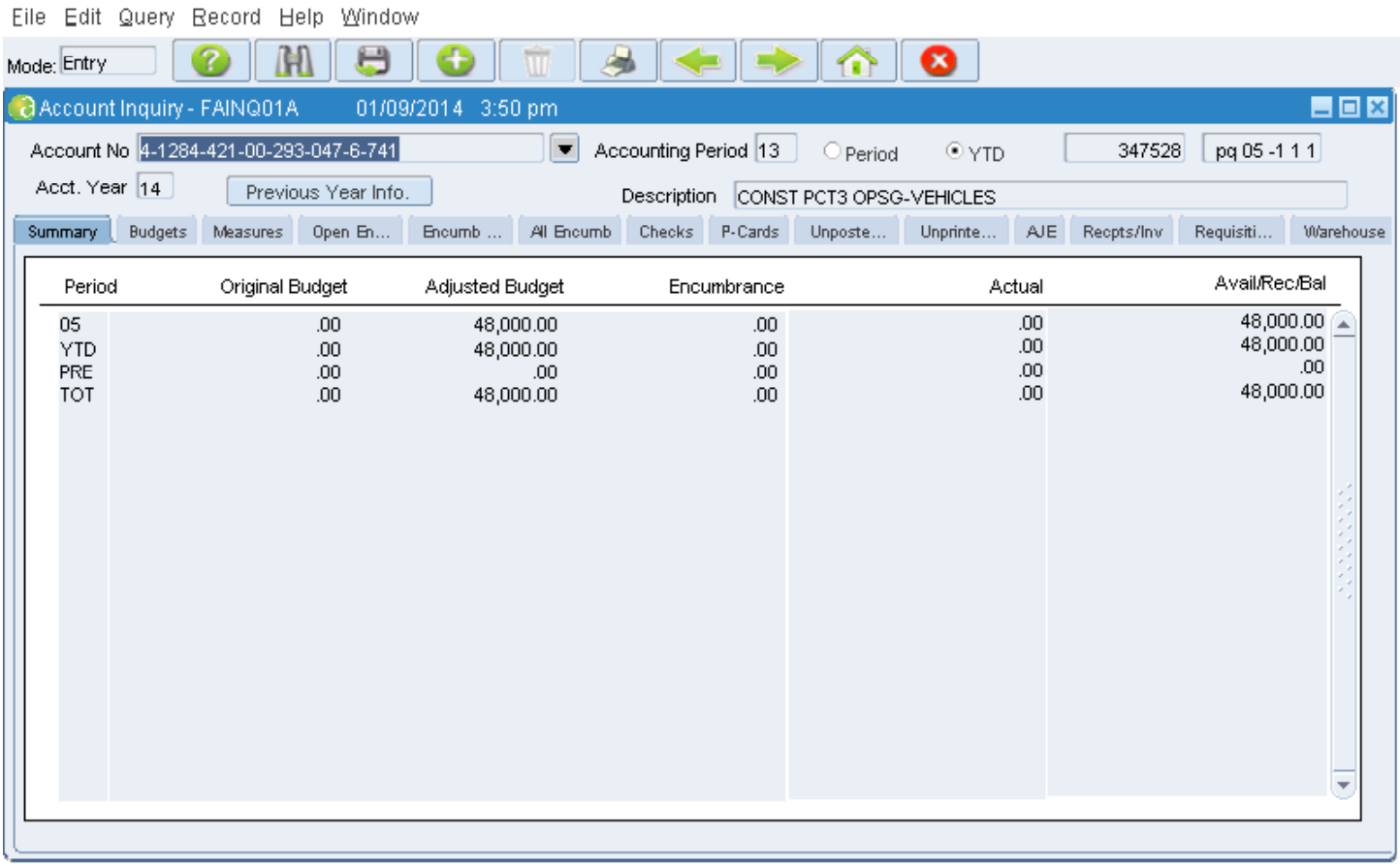
Compare

ITEM		CONTRACTOR	
Contract	**071-A1 (/contracts/view/24)**	**Contractor**	Caldwell Country Chevrolet
Manufacturer Part #	TAHOE-CC10706	**Award Level**	2

Sort By: Preferred Term, Hi Show: 50 results per page

Texas.gov (http://www.texas.gov/en/Pages/default.aspx) |
Statewide Search from the Texas State Library (https://www.tsl.state.tx.us/trail/index.html) |
State Link Policy (http://www.dir.texas.gov/pubs/pages/weblink-privacy.aspx) | Texas Homeland Security (http://governor.state.tx.us/homeland) |
Texas Transparency (http://www.texastransparency.org/) | Report Fraud (http://www.window.state.tx.us/fraud.html) |

Susan Combs, Texas Comptroller • Window on State Government (http://www.window.state.tx.us/) • Contact Us (http://www.window.state.tx.us/contact.html)
Privacy and Security Policy (http://www.window.state.tx.us/privacy.html) | Accessibility Policy (http://www.window.state.tx.us/accessibility.html) |
Link Policy (http://www.window.state.tx.us/linkpolicy.html) | Public Information Act (http://www.window.state.tx.us/pia.html) |
Texas Veterans Portal (http://veterans.portal.texas.gov/en/Pages/default.aspx) |
Compact with Texans (http://www.window.state.tx.us/comptrol/compact/) |


File Edit Query Record Help Window
Mode: Entry
Account Inquiry - FAINQ01A 01/09/2014 3:50 pm
Account No 4-1284-421-00-293-047-6-741
Accounting Period 13
Period
YTD
347528
pq 05 -1 1 1
Acct. Year 14
Previous Year Info.
Description CONST PCT3 OPSG-VEHICLES
Summary Budgets Measures Open En... Encumb ... All Encumb Checks P-Cards Unposte... Unprinte... AJE Recpts/Inv Requisiti... Warehouse
Period Original Budget Adjusted Budget Encumbrance Actual Avail/Rec/Bal
05 .00 48,000.00 .00 .00 48,000.00
YTD .00 48,000.00 .00 .00 48,000.00
PRE .00 .00 .00 .00 .00
TOT .00 48,000.00 .00 .00 48,000.00

Enter value for : ACCOUNT_NO
Record: 1/1
<OSC>

Window on State Government (http://www.window.state.tx.us/)

Susan Combs Texas Comptroller of Public Accounts

TxSmartBuy (/)

Search

Agency/CO-OP Sign In

0 items

Contracts

Reports (http://shopping.na1.netsuite.com/s.nl?c=852252&n=1)

Help (/help)

Home (/)
Search (/search)

Agency/CO-OP Sign In

HOME (/) / SEARCH RESULTS

Filter Your Search

Clear all Filters (/search?keywords=07105100654)

Contract Type

Term (/contract_type/Term/ex_search/false?keywords=07105100654)

Contract Number

071-A1 (/contract_number/071~A1/ex_search/false?keywords=07105100654)

Contractor

Caldwell Country Chevrolet (/contractor/Caldwell-Country-Chevrolet/ex_search/false?keywords=07105100654)

Item Category

Automobiles, School Buses, Suvs, And Vans (Including Diesel, Gasoline, Electric, Hybrid, And All Other Fuel Types) (/ex_search/false/item_category/Automobiles%2C-School-Buses%2C-Suvs%2C-And-Vans-%28Including-Diesel%2C-Gasoline%2C-Electric%2C-Hybrid%2C-And-All-Other-Fuel-Types%29?keywords=07105100654)

Contract Award Level

2 (/contract_award_level/2/ex_search/false?keywords=07105100654)

Zone

1 (/ex_search/false/zone/1?keywords=07105100654)
2 (/ex_search/false/zone/2?keywords=07105100654)
3 (/ex_search/false/zone/3?keywords=07105100654)
4 (/ex_search/false/zone/4?keywords=07105100654)
5 (/ex_search/false/zone/5?keywords=07105100654)

Highway District

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02 (/ex_search/false/highway_district/02?keywords=07105100654)
03 (/ex_search/false/highway_district/03?keywords=07105100654)
04 (/ex_search/false/highway_district/04?keywords=07105100654)
05 (/ex_search/false/highway_district/05?keywords=07105100654)

see more

CAP Fleet Upfitters
4715 S General Bruce Drive
Temple, TX 76502

QUOTE

Quote # CAPQ3741

Date Jul 2, 2014

NAME/ADDRESS

Hidalgo County Pct 3

Phone:

Prepared By
Wayne Jacobs

O - 254-773-1959
C - 254-541-5651
F - 254-773-1234
wjacobs@caldwellcountry.com

Project:

Qty	Part #	Description	Unit Price	Total
1	SWTXSP55-L6	TEXAS SPECIAL LIBERTY with CCSRN3 and SA315P LIGHTBAR/CENCOM/SPEAKER	$1,995.00	$1,995.00
4	VTX609J	VERTEX SUPER-LED SPLIT RED/BLU	$62.00	$248.00
2	AVN2RB	DUAL AVENGER SUPER-LED RED/BLU	$195.44	$390.88
1	RP13RB	TAHOE REAR PILLAR LT R/B VTX	$724.64	$724.64
10	IONSMJ	SURFACE MT ION LT RED/BLU	$98.56	$985.60
1	HG21SUV60RB	HG2 LIGHTING 1 PC RUNNER TRUCK W/O CONTROLLER	$499.00	$499.00
1	ULF44	UNIVERSAL LED FLASHER 4 OUTLET	$53.40	$53.40
2	NP6BB	NANO-6 PIONEER BAIL MT 12V BLK	$142.24	$284.48
1	BK2019TAH07	PB450L4 - WHELEN ION	$709.00	$709.00
1	PK0369TAH10SCA	#8VS Recessed Panel 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal	$555.14	$555.14
1	PK0123TAH072ND	#12VS 2ND Vinyl Coated Expanded Metal Partition Stock Seat (Others Available)	$295.73	$295.73
1	GK10301S1USVSCA	Dual T-Rail Mount 1 Small 1 Universal	$295.73	$295.73
1	WK0514TAH07	Window Barrier VS Steel Vertical	$154.91	$154.91
1	C-TMW-GMC-02	2010-2013 Chevrolet Tahoe/GMC Yukon Tunnel Mount assembly	$106.68	$106.68
1	C-1810	18" ENCLOSED 10" HIGH CONSOLE	$288.12	$288.12
1	C-CUP2-I	Internal cup holders	$35.28	$35.28
1	C-ARM-102	Side mount armrest	$57.96	$57.96
1	Graphics	Reflective Kit without stripes PCT3 with 18 inch Non reflec roof	$490.00	$490.00
1	RAPTOR	RAPTOR RP-1 DUAL Ka BAND	$1,845.00	$1,845.00
1	4RE	4RE, DIGITAL VIDEO SYSTEM	$4,995.00	$4,995.00
1	INSTALL	INSTALLATION	$1,150.00	$1,150.00
1	CT-CAPH	CAP FLEET WIRING HARNESS	$125.00	$125.00
1	SSUPPLY	SHOP SUPPLIES	$60.00	$60.00
1	SHIP	SHIPPING CHARGES	$300.00	$300.00
1	INSPECT	ALL CAP FLEET INSTALLATIONs COME WITH AGENCY LIFETIME WARRANTY		

Qty	Part #	Description	Unit Price	Total

SubTotal	$16,674.55
Shipping & Handling	$0.00
Total	**$16,674.55**

If you have any questions about this quote, please feel free to contact us directly. Thank you!

Accepted By: _____ PO # _____

Title _____ Date _____

TAHOE			
21	K5L	Heavy Duty Trailering Package w/ NQH on 4WD	$330.00
21	K5L	Heavy Duty Trailering Package on 2WD	$230.00
21	PCJ	Sun, Entertainment & Destinations Package w/ 1LT	$5,035.00
21	PCJ	Sun & Entertainment Package w/ 1LZ	$2,535.00
21	PCK	Luxury Package	$1,515.00
21	Z71	Off-Road Package 4WD	$1,585.00
21	Z71	Off-Road Package 2WD	$1,535.00
21	B30	Carpeting, Color Keyed Fleet	$190.00
21	B85	Bodyside Molding Fleet	$100.00
21	CF5	Power Sliding Sunroof	$995.00
21	DD8	Inside Rearview Mirror - Auto Dimming Fleet	$60.00
21	JL1	Trailer Brake Controller	$200.00
21	K05	Engine Block Heater	$75.00
21	K47	High Capacity Air Cleaner Fleet	$25.00
21	K5T	Dual Heavy-duty Batteries &PPV / 5W4	$190.00
21	NQH	2-Speed Transfer Case Fleet	$100.00
21	NZZ	Skid Plate Package Fleet	$150.00
21	TRW	Roof Mounted Lamp Provision Fleet	$30.00
21	V76	Recovery Hooks Fleet	$50.00
21	VK3	Front License Plate Bracket w/ R7E	$0.00
21	G80	Locking Rear Differential	$295.00
21	SES	22" Wheels	$2,995.00
21	SEU	22" Wheels	$2,995.00
21	SEV	22" Wheels	$2,995.00
21	SEW	22" Wheels	$2,995.00
21	VAT	Chrome Grille	$500.00
21	VAV	1st & 2nd Row All Weather Floor Mats	$140.00
21	VKN	3rd Row All Weather Floor Mats	$70.00
21	VKS	2nd Row Floor Console Kit	$395.00
21	VKU	Chrome Mirror Caps	$115.00
21	VKV	Wheel Flares	$670.00
21	VKW	Front Console Organizer	$45.00
21	VKY	Chrome Door Handles	$330.00
21	VLG	Trailer Hitch Closeout	$140.00
21	VLI	Rear Cargo Mat	$70.00
21	VQZ	Chrome Exhaust Tips	$125.00
21	VS4	22" Wheels	$2,995.00
21	VSA	20" Wheels w/1LZ	$1,895.00
21	VSA	20" Wheels	$2,995.00
21	VSB	20" Wheels w/1LZ	$1,895.00

21	VSB	20" Wheels	$2,995.00
21	VSF	20" Wheels w/1LZ	$1,895.00
21	VSF	20" Wheels	$2,995.00
21	VSJ	22" Wheels	$2,995.00
21	VSK	22" Wheels	$2,995.00
21	VXH	Chrome Assist Steps	$689.00
21	VZK	20" Wheels w/1LZ	$1,895.00
21	VZK	20" Wheels	$2,995.00
21	W03	Heated Seats Kit	$705.00
21	W04	Theft-Deterrent Wheel	$220.00
21	W2D	Cargo Net	$60.00
21	89U	Crystal Red Tint Coat	$495.00
21	98U	White Diamond Tricoat	$995.00
21	GWU	Concord Metallic	$195.00
21	U42	Rear Seat Entertainment System	$1,295.00
21	UQA	Bose Premium Sound System	$500.00
21	UYS	Navigation Radio Fleet	$2,500.00
21	AMF	Remote Keyless Entry Fleet	$75.00
21	AP3	Remote Vehicle Start Fleet	$195.00
21	BRS	Power Retractable Assist Steps	$1,095.00
21	DPN	Mirrors, OSRV Heated, Power, Retractable Camper Style	$240.00
21	JF4	Power Adjustable Pedals Fleet	$150.00
21	T96	Fog Lamps Fleet	$140.00
21	UD7	Ultrasonic Rear Parking Assist Fleet	$265.00
21	UVC	Rear Vision Camera System &DRC w/PCK/PDA/PEB	$390.00
21	UVC	Rear Vision Camera System &DRC	$450.00
21	V1K	Luggage Rack - Cross Bars &1FL	$90.00
21	A95	Seats, Front Bucket, Cloth w/ 6-way Power Driver Seat Fleet	$935.00
21	AL4	2nd Row Bucket Seats	$590.00
21	4JP	Tire, Spare - P265/70R17 OOR BW	$35.00
21	157	Model 2015 Year Adjustment-Spring Availability	$6,766.00
21	5T4	Exterior Body Colored Parts, Victory Red	$150.00
21	5T5	Vinyl Rear Seats with Cloth Front Seats	$4.00
21	6B2	RR Door Handles Inop.	$66.00
21	6E2	Key Equipment, Single Key &PPV/5W4	$25.00
21	6E8	Key Equipment, Single Key &PPV/5W4	$25.00
21	6J3	Wiring-Grille Lamps & Speakers	$102.00
21	6J4	Wiring-Horn Siren Circuit	$36.00
21	6J7	Flasher System	$480.00
21	6N5	RR Window Switches Inop.	$56.00
21	6N6	RR Door Locks Inop.	$66.00

21	7X6	LH Spotlamp	$460.00
21	7X7	LH & RH Spotlamps	$820.00
21	9G3	Off Road Suspension for Commercial Decor 4X4 Vehicles	$379.00
21	9G3	Off Road Suspension for Commercial Decor 4X4 Vehicles	$404.00
21	9V7	Exterior Body Colored Parts-Dark Blue Metallic requires TGK	$450.00
21	TGK	Special Paint w/o9V5/9W3	$300.00
21	WRJ	Dual Power Distribution Centers	$1,550.00
21	WRK	Single Power Distribution Center	$1,075.00
21	QJP	17" On/Off Road BW Tires Fleet	$150.00
21	P46	17" Aluminum Wheels	$375.00
21	RCS	20" Polished Aluminum Wheels	$1,795.00
21	RCZ	LTZ Chrome Wheels	$700.00

AI-45565 **Purchasing Department 11. D.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Law Enforcement Office:
Requesting authority to purchase (4) black wood 11" x 13" picture frames matted to 8" x 10" through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor Staples Business Advantage contract #407-12 through the following requisition #260369 in the amount of $89.64.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-001-0-601

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

BUDGETARY IMPACT:

Funds available as of 7/25/14.

Attachments

Staples

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/18/2014 09:31 AM
Budget & Management	Debbie Tamez	07/18/2014 10:18 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Tanya Delira Started On: 07/17/2014 03:19 PM

Final Approval Date: 07/25/2014

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00260369
PO #
Date: 07/17/14

Bill To: x
x

Vendor : 319449
STAPLES BUSINESS ADVANTAGE
3711 BRIARPARK DRIVE, SUITE 275
HOUSTON TX 77042
FAX (866)572-8032

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No: BUY BOARD 407-12
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PICTURE FRAMES FOR COMMAND STAFF PORTRAITS DO NOT DUPLICATE ORDER		
4.00	EACH	ITEM#131781, BLACK WOOD 11X13 PICTURE FRAMES MATTED TO 8X10	22.41	89.64
		Account No	Encumbrance	
		4-1100-421-00-280-001-0-601	89.64	
			Freight	.00
			Total	89.64
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 2603609

STAPLES Advantage

Return to the previous page

Print this page

Black Wood 11x13 Picture Frame Matted to 8x10

Not yet rated.

$22.41 EA/1

Staples Item # 131781
MFR Item # 765580

Lawrence Frames

Description

- Photo size: 8x10
- Color: Black
- Material: wood
- Constructed of wood; includes high quality black wood backing
- Black Studio molding with buff bevel cut mat

Specifications

Brand Name	Lawrence Frames

Reviews

Not yet rated.
Be the first to Write a review.

AI-45582 **Purchasing Department 11. E.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Payment Application No. 1 in the amount of $64,259.42 for paving & drainage improvements submitted by Rojas Heavy Equipment, LLC dba Rojas Construction & Paving through Contract #C-14-078-04-15 for Pct 2 Gearhart Drive Paving & Drainage Improvements project, and certified for payment by project engineer, Raul Sesin.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-092-0-731

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

BUDGETARY IMPACT:

Funding available through PO#709433 in the amount of $64,259.42

Attachments

Pay App.1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/23/2014 08:39 AM
Budget & Management	Debbie Tamez	07/23/2014 11:35 AM
Glinda Pacheco	Glinda Pacheco	07/25/2014 01:50 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Carlos Jasso Started On: 07/18/2014 09:01 AM

Final Approval Date: 07/25/2014

APPLICATION FOR PAYMENT NO. 1

To: RAUL SESIN (OWNER)
From: **ROJAS CONSTRUCTION & PAVING** (CONTRACTO
Contract: **HIDALGO COUNTY PRECINT NO. 2**
Project: **GEARHART DRIVE PAVING & DRAINAGE IMPROVEMENTS**
Owner's Contract No. **C-14-078-04-15** Engineer's Project No. _____
For Work accomplished through the date of: **6/30/2014**

1. Original Contract Price:	$185,675.92
2. Net change by Change Order and Written Agreements(+or-):	$ -
3. Current Contract Price (1 plus 2):	$185,675.92
4. Total completed and stored to date:	$ 67,641.50
5. Retainage (per Agreement):	
Penalties for construction delays	
~~10%~~ 5% of completed Work: $ -	
_____ of stored material	
Total Retainage:	$ 3,382.08
6. Total completed and stored to date less retainage (4 minus 5)	$ 64,259.42
7. Less previous Application for Payments:	$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$ 64,259.42

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date July 7, 2014

ROJAS CONSTRUCTION & PAVING
CONTRACTOR
By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 7th day of July 2014

Notary Public
My Commission expires: May 16, 2018

ELISA VASQUEZ JENNINGS
Notary Public, State of Texas
My Commission Expires
May 16, 2018

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 07/03/14

ENGINEER
By: Hidalgo County Planning Dept.

Exhibit E-C

INVOICE RECEIVED BY: _____ ON 7/16/14
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 7/7/14

PO # 709433
4-1200-431-00-122-092-0-731
Req # 255148

ELISA VASQUEZ JENNINGS
Notary Public, State of Texas
My Commission Expires
May 16, 2018

Quantity Worksheet

Contractor Name: Rojas Construction & Paving
Starting Date: 9-Jun-2014
Project Ending Date: 0-Jan-1900
Engineer's / County Project Desc: Gearhart Drive Paving & Drainage Improvements

Application: PMT #1
Application Date: 7-Jul-2014
Period To: 30-Jun-2014
Engineer's / County Project No.: C-14078-04-15

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Application #2			Final Application				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		BASE BID																			
1		PRIME COAT MC-30 ENTIRE BASE	SY	$3.00	4141.000	$ 12,423.00	$ -	0.00	$ -	-	-	$ -		-	$ -		-	$ -	$ -	4,141.00	$ 12,423.00
2		8" COMPACTED CALICHE LABOR ONLY	SY	$2.00	4822.000	$ 9,644.00	$ -	0.00	$ -	2,411.00	2,411.00	$ 4,822.00		2,411.00	$ -		2,411.00	$ -	$ 4,822.00	2,411.00	$ 4,822.00
3		BIAXIAL GEOGRID	SY	$4.00	4822.000	$ 19,288.00	$ -	0.00	$ -	4,339.00	4,339.00	$ 17,356.00		4,339.00	$ -		4,339.00	$ -	$ 17,356.00	483.00	$ 1,932.00
4		EXCAVATE STOCKPILE & TREAT CALICHE	SY	$10.00	2103.000	$ 21,030.00	$ -	0.00	$ -	2,103.00	2,103.00	$ 21,030.00		2,103.00	$ -		2,103.00	$ -	$ 21,030.00	0.00	$ -
5		EROSION & SEDIMENT CONTROL STRUCTURAL	LS	$1.00	3000.000	$ 3,000.00	$ -	0.00	$ -	-	-	$ -		-	$ -		-	$ -	$ -	3,000.00	$ 3,000.00
6		18" LAYDOWN CURB & GUTTER	LF	$8.50	2442.000	$ 20,757.00	$ -	0.00	$ -	1,221.00	1,221.00	$ 10,378.50		1,221.00	$ -		1,221.00	$ -	$ 10,378.50	1,221.00	$ 10,378.50
7		CONCRETE APRON ROUND "CC" INLET	EA	$8.00	500.000	$ 4,000.00	$ -	0.00	$ -	-	-	$ -		-	$ -		-	$ -	$ -	500.00	$ 4,000.00
8		ASPHALT DRIVEWAYS 3" CALICHE BASE	SY	$20.00	210	$ 4,200.00	$ -	0.00	$ -	-	-	$ -		-	$ -		-	$ -	$ -	210.00	$ 4,200.00
9		4" CONCRETE DRIVEWAYS	SY	$27.00	771.000	$ 20,817.00	$ -	0.00	$ -	-	-	$ -		-	$ -		-	$ -	$ -	771.00	$ 20,817.00
10		GRADE ROADSIDE DITCH	LF	$7.50	200.000	$ 1,500.00	$ -	0.00	$ -	-	-	$ -		-	$ -		-	$ -	$ -	200.00	$ 1,500.00
11		TRAFFIC CONTROL	LS	$2,000.00	1.000	$ 2,000.00	$ -	0.00	$ -	1.00	1.00	$ 2,000.00		1.00	$ -		1.00	$ -	$ 2,000.00	0.00	$ -
12		24" THERMOPLASTIC STOP BAR	EA	$500.00	1.000	$ 500.00	$ -	0.00	$ -	-	-	$ -		-	$ -		-	$ -	$ -	1.00	$ 500.00
13		STOP SIGN	EA	$500.00	1.000	$ 500.00													$ -	1.00	$ 500.00
		ALTERNATE NO. 1																			
16		2" HMAC TYPE "D" MAT'L & LABOR	SY	$ 10.12	4,141.00	$ 41,906.92	$ -	0.00	$ -	-	-	$ -		-	$ -		-	$ -	$ -	4,141.00	$ 41,906.92
		ALTERNATE NO. 2																			
19		8" COMPACTED CALICHE MAT'L ONLY	SY	$ 5.00	4,822.00	$ 24,110.00	$ -	0.00	$ -	2,411.00	2,411.00	$ 12,055.00		2,411.00	$ -		2,411.00	$ -	$ 12,055.00	2,411.00	$ 12,055.00
		TOTALS				**185,675.92**			**0.00**			**0.00**			**0.00**			**0.00**			**118,034.42**
		TOTAL:										67,641.50									
		LESS 5% RETAINAGE										$ 3,382.08									
		NET TOTAL DUE				0.00			$ -			64,259.42			0.00			0.00	$ -		118,034.42

Printed Name: Efrain Rojas Longoria Date: 1-Jul-2014

Signature:

HIDALGO COUNTY
PRECINCT NO. 2
2014 JUL 24 PM 3 52

Contractor Name: ROJAS CONSTRUCTION & PAVING
Starting Date: 6/9/2014
Project Ending Date: 7/24/2014
Retainage Percent: 5%

Application No.: 1
Application Date: 6/30/2014
Period To: 6/9/2014
Engineer Firm: 6/30/2014

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
	Gearhart Dr Paving	$185,675.92	$185,675.92	$67,641.50			$67,641.50	$118,034.42	$3,382.08	$64,259.43		$64,259.43

AI-45606 **Purchasing Department 11. F.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

2. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional geo-technical testing materials testing services for Pct No.1 "ON CALL SERVICES".

totals	Izaguirre Engineering	MEG Engineering	PSI Engineering
Scores	80	86	80
Ranking			

3. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for geo-technical testing services for Pct No.1 "ON CALL SERVICES".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #:

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

BUDGETARY IMPACT:

Pct will identify funding

On call services/on needed basis

Attachments

GRID

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	07/18/2014 04:17 PM
Budget & Management	Debbie Tamez	07/18/2014 04:22 PM
Manuel Chapa	Manuel Chapa	07/23/2014 01:35 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Nielda Cavazos Started On: 07/18/2014 04:07 PM

Final Approval Date: 07/25/2014

HIDALGO COUNTY PRECINCT NO 1

FOR

Geo – Tech Testing

(On Needed Basis)

Scoring & Evaluation GRID

GEO- TECH Testing Services

Total Scores	Izaguirre Engineering	MEG Engineering	PSI Engineering
Evaluator 1	80	86	80
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

AI-45611 **Purchasing Department 11. G.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the six (6) month extension option as provided under current contract for "Electrical Materials & Supplies," under the same rates, terms, and conditions with Central Plumbing & Electric Supply Co.

BACKGROUND

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:

Funds available as of 7/24/14.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/23/2014 02:15 PM
Budget & Management	Debbie Tamez	07/23/2014 02:29 PM
Glinda Pacheco	Glinda Pacheco	07/24/2014 03:10 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Rocio Villarreal Started On: 07/18/2014 04:54 PM

Final Approval Date: 07/25/2014

REQUIREMENTS AGREEMENT
C-13-278-02-11

THIS AGREEMENT (the "Agreement") is entered into as of 11th day of February, 2014 by and between CENCO Inc. dba Central Plumbing & Electric Supply Co., **a Texas Corporation Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Electrical Material & Supplies,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet (the "Product" or "Products"), which are attached hereto and incorporated herein by reference for all purposes (the "RFB") 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 an 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 **"Electrical Material & Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of six (6) months, from February 11, 2014 to August 10, 2014 with the option to renew for an additional six (6) months term 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 to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. 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
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
CENCO Corp. dba
Central Plumbing & Electric Supply Company
Attention: Gene Paul Pena, VP
625 South Airport Drive
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **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.** 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 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: _____
Stephen L. Crain

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 2-11-14 RO

ATTEST:
Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

Vendor:
By: _____
Printed Name: Eric Gene P. Reno Jr
Title: Operations
Date: 3/06/2014

Exhibit "A"
Request for Bid (RFB)
Procurement Packet

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 02, 2013

_____

_____

_____

Re: **HIDALGO COUNTY (all funding sources)**
Request for Bids -**"Electrical Materials and Supplies"**
Bid No: 2013-278-12-18-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY (all funding sources) "ELECTRICAL MATERIALS AND SUPPLIES" Bid No: 2013-278-12-18-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__5__ pages.**
4. **Exhibit "B" Bid Page consisting of__7__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ of page.**
9. **Draft Requirements Agreement, consisting of __4__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

December 02, 2013
Date

REQUEST FOR BIDS

HIDALGO COUNTY (all funding sources) "ELECTRICAL MATERIALS AND SUPPLIES"

BID OPENING DATE: DECEMBER 18, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY (ALL FUNDING SOURCES) Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES)– ELECTRICAL MATERIALS AND 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 (ALL FUNDING SOURCES) ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY (ALL FUNDING SOURCES) 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-2013-278-12-18-MEG HIDALGO COUNTY (ALL FUNDING SOURCES)–"ELECTRICAL MATERIALS AND 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-2013-278-12-18-MEG-HIDALGO COUNTY (ALL FUNDING SOURCES) –"ELECTRICAL MATERIALS AND SUPPLIES."**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications,

explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY (ALL FUNDING SOURCES)–"ELECTRICAL MATERIALS & SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**DECEMBER 18, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

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 Hidalgo County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY (ALL FUNDING SOURCES)
"ELECTRICAL MATERIALS AND SUPPLIES"
BID NO.: 2013-278-12-18-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SPECIFICATIONS:

Hidalgo County is seeking to encompass all services related to Electrical Materials and/or Supplies on an "As Needed Basis". The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. If items other than the model and manufacturer referenced in these specifications are offered, bidder should include descriptive literature, including specifications describing products offered as equal to or better than required.

The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

Scope of Services:

The requirements parts contract will encompass all services project-related Electrical materials and supplies to the Hidalgo County including, but not limited to, the following:

REQUIREMENTS:

1. All parts will be on an "As-Needed Basis Only" There is no guaranteed annual volume.
2. Vendor will provide Original Equipment Manufacturer (OEM) parts as requested.
3. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
5. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products.

TERMS & CONDITIONS:

1. Term of contract is for six (6) months period with County's option to renew contract for additional six (6) month term under the same rates and conditions.
2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
4. 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.
5. Hidalgo County reserves the right to add or delete during the term of the contract under the

same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until;
   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.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County Determines it is in its best interest to do so.

8. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective

date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, December 11, 2013 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY December 13, 2013 @ 5:00 P.M.

EXHIBIT "A"
)ALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
BID NO.: 2013-278-12-18-MEG

Electrical Materials and Supplies including, but not limited to, the following:

#1			
1	12/2 w/ground romex wire	14	10/2 w/ground romex wire
2	romex connectors straight	15	romex connectors angle
3	½' EMT conduit	16	¾" EMT conduit
4	1" EMT conduit	17	1 ¼ EMT conduit
5	1 ½" EMT conduit	18	2" EMT conduit
6	3" EMT conduit	19	4" EMT conduit
7	½' PVC conduit	20	¾" PVC conduit
8	1" PVC conduit	21	1 ¼" PVC conduit
9	1 ½" PVC conduit	22	2" PVC conduit
10	3" PVC conduit	23	3 ½" PVC conduit
11	4" PVC conduit	24	½" galvanize conduit
12	¾" galv. Conduit	25	1" galv. Conduit
13	2" galv. Conduit	26	1 ½" galv. Conduit

#2		
1	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors straight
2	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors Angle
3	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT straps 1 hole
4	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT straps 2 holes
5	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	PVC straps 1 hole
6	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	PVC straps 2 holes
7	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings die cast set screw
8	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors die cast set screw
9	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings steel cast set screw
10	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors steel cast set screw
11	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings compressing tight
12	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors compressing tight
13	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Aluminum LB conduit with cover & gasket
14	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Malleable iron conduits with cover & gasket
15	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Galvanize conduits with cover & gasket
16	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield flrx connectors-straight
17	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield flrx connectors-angle
18	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Sealtight flex connectors-straight
19	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Sealtight flex connectors-angle
20	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Sealtight
21	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield

#3			
	DESCRIPTION		
1	¼ anchor bits-complete kits	35	#1 thhn wire stranded and solid
2	3/8 anchor bits- complete kits	36	#8 thhn wire stranded and solid
3	½" anchor bits-complete kits	37	#6 thhn wire stranded and solid
4	¾" anchor bits-complete kits	38	120 volt photocells
5	20 amp toggle switches	39	Galvanize spray
6	20 amp duplex receptacle	40	100 watt light bulbs
7	15 amp toggles switches	41	100 watt lamps
8	15 amp duplex receptacle	42	2x4 lamp lens
9	20 amp gfi duplex receptacle	43	2x2 lamps lens
10	MC cable 12/2, 12/3, 10/2, 10/3 with ground	44	¼ plastic anchor kits
11	20 amp 1 pole breakers snap on & bolt on	45	8" cable ties
12	30 amp 1 pole breakers snap on & bolt on	46	10" cable ties
13	40 amp 1 pole breakers snap on & bolt on	47	12" cable ties
14	50 amp 1 pole breakers snap on & bolt on	48	Plastic rings
15	60 amp 1 pole breakers snap on & bolt on	49	Extension rings
16	20 amp 2 pole breakers snap on & bolt on	50	Weatherproof covers 1 gang
17	30 amp 2 pole breakers snap on & bolt on	51	Weatherproof covers 2 gang
18	40 amp 2 pole breakers snap on & bolt on	52	4 sq. boxes EMT, PVC & Cast Iron
19	50 amp 2 pole breakers snap on & bolt on	53	240v 1 phase load center 30 circuit
20	60 amp 2 pole breakers snap on & bolt on	54	120v 1 phase load center 42 circuit
21	20 amp 3 pole breakers snap on & bolt on	55	Toggle switch plates
22	30 amp 3 pole breakers snap on & bolt on	56	Toggle 2 gang plates
23	40 amp 3 pole breakers snap on & bolt on	57	Receptacle plates 1 gang
24	50 amp 3 pole breakers snap on & bolt on	58	Receptacle plates 2 gang
25	60 amp 3 pole breakers snap on & bolt on	59	Lo Amp 3 way switches
26	500 mcm thhn wire	60	150 Watt/175Watt/150 Watt High Base Bulbs
27	350 mcm thhn wire	61	4x4 Industrial Covers
28	300 mcm thhn wire	62	4x4 Industrial Quad outlet covers
29	250 mcm thhn wire	63	4x4 Industrial Single Pole switch
30	#3 mcm thhn wire	64	4x4 Industrial 2 Pole switch
31	#2 mcm thhn wire	65	4x4 Industrial 1 Device Cover
32	#10 thhn wire stranded	66	20 AMP-twist lock outlets; 30 AMP-twist lock outlet
33	#4 thhn wire stranded and solid	67	20 AMP-Male Adapters (for Outlet)
34	#12 thhn wire stranded and solid	68	20 AMP-Female Adapters

EXHIBIT "B"
HIDALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

#1			
	NIGP	DESCRIPTION	Price
1	280-41	12/2 w/ground romex wire	
2	285-19	10/2 w/ground romex wire	
3	285-19	romex connectors straight	
4	285-19	romex connectors angle	
5	285-19	½' EMT conduit	
6	285-19	¾" EMT conduit	
7	285-19	1" EMT conduit	
8	285-19	1 ¼ EMT conduit	
9	285-19	1 ½" EMT conduit	
10	285-19	2" EMT conduit	
11	285-19	3" EMT conduit	
12	285-26	4" EMT conduit	
13	285-26	½' PVC conduit	
14	280-41	¾"PVC conduit	
15	285-19	1" PVC conduit	
16	285-19	1 ¼" PVC conduit	
17	285-19	1 ½" PVC conduit	
18	285-19	2" PVC conduit	
19	285-19	3" PVC conduit	
20	285-19	3 ½" PVC conduit	
21	285-19	4" PVC conduit	
22	285-19	½" galvanize conduit	
23	285-26	¾" galv. Conduit	
24	285-26	1" galv. Conduit	
25	285-26	2" galv. Conduit	
26	285-26	1 ½" galv. Conduit	

EXHIBIT "B"
HIDALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

#2	#1 EMT Connectors-straight	#2 EMT Connectors-angle	#3 EMT straps-1 hole	#4 EMT Straps-2 Holes	#5 PVC Straps – 1 Hole	#6 PVC Straps –2 Holes
NIGP	285-23	285-23	285-23	285-23	285-23	285-23
Price						
½"						
¾"						
1"						
1 ¼"						
1 ½"						
2"						
3"						
4"						

#2	#7 EMT Coupling die cast set screw	#8 EMT-Connectors die cast set screw	#9 EMT Couplings steel cast set screw	#10 EMT Connectors steel cast set screw	#11 EMT Couplings compressing tight	#12 EMT Connectors compressing tight
NIGP	285-23	285-23	285-23	285-23	285-23	285-23
Price						
½"						
¾"						
1"						
1 ¼"						
1 ½"						
2"						
3"						
4"						

#2	#13 Aluminum LB condulets w/ covers & gasket	#14 Malleable Iron condulet w/cover & gasket	#15 Galvanized condulet w/cover & gaskets	#16 Greenfield flrx connectors straight	#17 Greenfield flrx connectors-angle	#18 Sealtight flex connectors straight
NIGP	285-21	285-18	285-26	285-95	285-95	285-95
Price						
½"						
¾"						
1"						
1 ¼"						
1 ½"						
2"						
3"						
4"						

#2	#19	#20	#21
	Sealtight flex connectors angle	Sealtight	Greenfield
NIGP	204-13 Computer		285.26
Price			
½"			
¾"			
1"			
1 ¼"			
1 ½"			
2"			
3"			
4"			

EXHIBIT "B"
HIDALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

# 3				
	NIGP	DESCRIPTION		PRICE
1	445-49	¼ anchor bits-complete kits		
2	445-49	3/8 anchor bits- complete kits		
3	445-49	½" anchor bits-complete kits		
4	445-49	¾" anchor bits-complete kits		
5	285-95	20 amp toggle switches		
6	285-95	20 amp duplex receptacle		
7	285-95	15 amp toggles switches		
8	285-95	15 amp duplex receptacle		
9	285-95	20 amp gfi duplex receptacle		
10	285-34	MC cable 12/2, 12/3, 10/2, 10/3 w/ ground		
11	285-79	20 amp 1 pole breakers	snap on	
			bolt on	
12	285-79	30 amp 1 pole breakers	snap on	
			bolt on	
13	285-79	40 amp 1 pole breakers	snap on	
			bolt on	
14	285-79	50 amp 1 pole breakers	snap on	
			bolt on	
15	285-79	60 amp 1 pole breakers	snap on	
			bolt on	
16	285-79	20 amp 2 pole breakers	snap on	
			bolt on	
17	285-79	30 amp 2 pole breakers	snap on	
			bolt on	
18	285-79	40 amp 2 pole breakers	snap on	
			bolt on	
19	285-79	50 amp 2 pole breakers	snap on	
			bolt on	
20	285-79	60 amp 2 pole breakers	snap on	
			bolt on	
21	285-79	20 amp 3 pole breakers	snap on	
			bolt on	
22	285-79	30 amp 3 pole breakers	snap on	
			bolt on	
23	285-79	40 amp 3 pole breakers	snap on	
			bolt on	
		50 amp 3 pole breakers	snap on	

24	285-79		bolt on	
25	285-79	60 amp 3 pole breakers	snap on	
			bolt on	
26	280-24	500 mcm thhn wire		
27	280-24	350 mcm thhn wire		
28	280-24	300 mcm thhn wire		
29	280-24	250 mcm thhn wire		
30	280-24	#3 mcm thhn wire		
31	280-24	#2 mcm thhn wire		
32	280-24	#10 thhn wire stranded		
33	280-24	#4 thhn wire stranded and solid		
34	280-24	#12 thhn wire stranded and solid		
35	280-24	#1 thhn wire stranded and solid		
36	280-24	#8 thhn wire stranded and solid		
37	280-24	#6 thhn wire stranded and solid		
38		120 volt photocells		
39	630-19	Galvanize spray		
40	285-56	100 watt light bulbs		
41	260-49	100 watt lamps		
42	055-48	2x4 lamp lens		
43	055-48	2x2 lamps lens		
44	320-10	¼ plastic anchor kits		
45	280-75	8" cable ties		
46	280-75	10" cable ties		
47	280-75	12" cable ties		
48	125-20	Plastic rings		
49	285-23	Extension rings		
50	285-23	Weatherproof covers 1 gang		
51	285-23	Weatherproof covers 2 gang		
52	670-63	4 sq. boxes EMT, PVC & Cast Iron		
53	285-14	240v 1 phase load center 30 circuit		

54	285-14	120v 1 phase load center 42 circuit	
55	285-95	Toggle switch plates	
56	285-95	Toggle 2 gang plates	
57	285-95	Receptacle plates 1 gang	
58	285-95	Receptacle plates 2 gang	
59	285-85	Lo Amp 3 way switches	
60	285-50	150 Watt/175Watt/150 Watt High Base Bulbs	
61	285-95	4x4 Industrial Covers	
62	285-95	4x4 Industrial Quad outlet covers	
63	285-79	4x4 Industrial Single Pole switch	
64	285-79	4x4 Industrial 2 Pole switch	
65	285-95	4x4 Industrial 1 Device Cover	
66	285-76	20 AMP-twist lock outlets; 30 AMP-twist lock outlet	
67	285-19	20 AMP-Male Adapters (for Outlet)	
68	285-19	20 AMP-Female Adapters	

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WARRANTY:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NO/FAX NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED
JAN 15 2014
9:40am
Witnessed

3"	$61.39	$61.39	$61.39	X	X	X
4"	$107.33	$107.33	$107.33	X	X	X

#2	#19 Sealtight flex connectors angle	#20 Sealtight conduit	#21 Greenfield
NIGP	204-13 Computer		285.26
	Price		
½"	$2.58	$39.63 RL	.54¢
¾"	$3.99	$49.13 RL	.69¢
1"	$7.74	$48.69 RL	$1.08
1 ¼"	$12.19	$63.13 RL	$1.35
1 ½"	$17.58	$54.60	$2.93
2"	$24.61	$66.78	$3.23
3"	X	X	X
4"	X	X	X

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED JAN 15 2014 9:40am Witnessed

# 3					
	NIGP	DESCRIPTION			PRICE
1	445-49	¼ anchor bits-complete kits	Drill bit with plastic anchor in complete set		$5.11
2	445-49	3/8 anchor bits- complete kits			$5.11
3	445-49	½" anchor bits-complete kits			$5.15
4	445-49	¾" anchor bits-complete kits			$5.15
5	285-95	20 amp toggle switches — single two pole 120/277v			$1.47
6	285-95	20 amp duplex receptacle—commercial grade 120 v			.99¢
7	285-95	15 amp toggles switches—single pole 120/277v			$1.47
8	285-95	15 amp duplex receptacle—commercial 120/277v			.99¢
9	285-95	20 amp gfi duplex receptacle— commercial grade 120 v			$9.61
10	285-34	MC cable 12/2, 12/3, 10/2, 10/3 w/ ground			12/2 $98.75 / 12/3 166.00 / 10/2 $214.70 / X 10/3
11	285-79	20 amp 1 pole breakers	snap on	120/208/277	$2.92
			bolt on	120/208/277	$11.91
12	285-79	30 amp 1 pole breakers	snap on	120/208/277	$2.92
			bolt on	120/208/277	$11.91
13	285-79	40 amp 1 pole breakers	snap on	120/208/277	$6.62
			bolt on	120/208/277	$36.10
14	285-79	50 amp 1 pole breakers	snap on	120/208/277	$11.86
			bolt on	120/208/277	$36.10
15	285-79	60 amp 1 pole breakers	snap on	120/208/277	$11.86
			bolt on	120/208/277	$36.10
16	285-79	20 amp 2 pole breakers	snap on	208/240/480	$7.35
			bolt on	208/240/480	$127.69
17	285-79	30 amp 2 pole breakers	snap on	208/240/480	$7.36
			bolt on	208/240/480	$127.69
18	285-79	40 amp 2 pole breakers	snap on	208/240/480	$7.36
			bolt on	208/240/480	$127.69
19	285-79	50 amp 2 pole breakers	snap on	208/240/480	$7.36
			bolt on	208/240/480	$127.69
20	285-79	60 amp 2 pole breakers	snap on	208/240/480	$7.36
			bolt on	208/240/480	$127.69
21	285-79	20 amp 3 pole breakers	snap on	208/240/480	$38.25
			bolt on	208/240/480	$211.50
22	285-79	30 amp 3 pole breakers	snap on	208/240/480	$38.25
			bolt on	208/240/480	$211.50
		40 amp 3 pole breakers	snap on	208/240/480	$38.25

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

23	285-79		bolt on	208/240/480	$211.50
24	285-79	50 amp 3 pole breakers	snap on	208/240/480	$38.25
			bolt on	208/240/480	$211.50
25	285-79	60 amp 3 pole breakers	snap on		$38.25
			bolt on		$211.50
26	280-24	500 mcm thhn wire—600v			$9.88 FT
27	280-24	350 mcm thhn wire—600v			$6.83 FT
28	280-24	300 mcm thhn wire—600v			$5.52 FT
29	280-24	250 mcm thhn wire—600v			$4.58 FT
30	280-24	#3 mcm thhn wire—600v			$1.06 FT
31	280-24	#2 mcm thhn wire—600v			$1.20 FT
32	280-24	#10 thhn wire stranded—solid 600v			$100.65RL
33	280-24	#4 thhn wire stranded and solid—600v			.80¢/.85¢
34	280-24	#12 thhn wire stranded and solid—600v			$60.00RL/$51.75 RL
35	280-24	#1 thhn wire stranded and solid—600v			$1.54
36	280-24	#8 thhn wire stranded and solid—600v			.33¢/.31¢
37	280-24	#6 thhn wire stranded and solid—600v			.49¢/.31¢
38		120 volt photocells—240v, 277v, photo cells			$24.79
39	630-19	Galvanize spray			X
40	285-56	100 watt light bulbs—metal halide high pressure sodium			$25.95/$14.39
41	260-49	100 watt lamps—metal halide high pressure sodium			$25.95/$14.39
42	055-48	2x4 lamp lens — for light fixture replacements (also known as diffusers)			$10.92
43	055-48	2x2 lamps lens — for light fixture replacements (also known as diffusers)			$10.92
44	320-10	¼ plastic anchor kits—duplicate of #3 section			$5.15
45	280-75	8" cable ties			$17.94
46	280-75	10" cable ties			$17.94
47	280-75	12" cable ties			$21.11
48	125-20	Plastic rings—1/2" ¾" 1", 1 ½", 2"			X
49	285-23	Extension rings —metal 4"x4"			$1.14
50	285-23	Weatherproof covers 1 gang			.75¢
		Weatherproof covers 2 gang			$3.22

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

RECEIVED JAN 15 2014 9:40am Witnessed

51	285-23		
52	670-63	4 sq. boxes EMT, PVC & Cast Iron—1 5/8", 2 1/8" deep	$1.05/$11.44
53	285-14	240v 1 phase load center 30 circuit—amps center 3	$93.99
		240v 3 phase load center 30 circuit	$185.89
		480v 1 and 3 phase	X
54	285-14	240 v or 480v 30, 10 1 phase load center 42 circuit (indoor & outdoor)	$355.49
			$548.27
			X
55	285-95	Toggle switch plates—plastic metal	.19¢/.94¢
56	285-95	Toggle 2 gang plates—plastic metal	.38¢/$1.88
57	285-95	Receptacle plates 1 gang—plastic metal	.19¢/.94¢
58	285-95	Receptacle plates 2 gang—plastic metal	.39¢/$2.07
59	285-85	3 way switches—commercial grade 120/227v	$2.21
60	70-100 285-50	150 Watt/175Watt/200 W/ 250W/400W/ 1000W	$26.01
			$16.20
			X
			$15.58
			$15.69
			$30.68
61	285-95	4x4 Industrial Covers—Metal switch, receptacle (duplex)	$1.10/$1.05
62	285-95	4x4 Industrial Quad outlet covers—Metal switch, receptacle	$1.17/$1.23
63	285-79	4x4 Industrial Single Pole switch—two pole/fusible disconnects 10,30 (240/480v)	$81.94
64	285-79	4x4 Industrial 2 Pole switch—three pole/fusible disconnects 10,30 (240/480v)	$103.03
65	285-95	4x4 Industrial 1 Device Cover—switch, receptacle (metal)	$1.05/$1.17
66	285-76	20 AMP-twist lock outlets; 30 AMP-twist lock outlet—120v,240v,480v 2,3 pole receptacle; 2, 3 receptacle 10,30	$19.71/$13.51
67	285-19	20 AMP-Male Adapters (for Outlet) 120v plugs 120v, 240v 480v 10,30	$11.51
68	285-19	20 AMP-Female Adapters 120v plugs 120v, 240v 480v 10,30	$6.57

EXHIBIT "B"
Addendum 11
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED
JAN 15 2014
9:40am
Witnessed

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

STOCK ITEMS ARE PROVIDED WITIN 24HRS OF RECEIPT OF P.O. SPECIAL ORDER ITEMS SUBJECT TO MANUFACTURERS' PROCESSING AND SHIPPING TIME.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WITH VERBAL P.O. STOCK ITEMS CAN BE DELIVERED "SAME DAY".

WARRANTY:

VARIES AS PER MANUFACTURE

BIDDER/COMPANY NAME: CENTRAL PLUMBING & ELECTRIC SUPPLY CO.

ADDRESS: 625 S. AIRPORT DRIVE

CITY/STATE/ZIP: WESLACO, TX 78596

PHONE NO/FAX NO: (P) 956-968-8525 (F) 956-968-7903

E-MAIL ADDRESS: accounting@plumbingandelectric.com

AUTHORIZED SIGNATURE: Gene Paul Reno

TITLE: VICE PRESIDENT

Exhibit "C"

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2013

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
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Consuelo Cavazos, CISR
PHONE (A/C, No, Ext): (956) 565-2481
FAX (A/C, No): (956) 565-2733
E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Insurance Company	
INSURER B : Texas Mutual Ins. Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CENCO, Inc.,
DBA Central Plumbing and Electric Supply Co
625 S Airport Dr
Weslaco TX 78596

COVERAGES **CERTIFICATE NUMBER:** 13-14 ALL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CMP550461304	10/1/2013	10/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS			BAP550461404	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
A	[x] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [x] RETENTION $ 10,000			CMP550461304	10/1/2013	10/1/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001241631	8/9/2013	8/9/2014	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/DL

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Additional Named Insureds

Other Named Insureds

Central Plumbing and Electric Supply Co. Doing Business As

COPYRIGHT 2007, AMS SERVICES INC

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	EPLI			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000	100,000		2,500		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
500,000			250		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
February 11, 2014
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 for the exception of Items 4.A, 5.C, 10.A, and 10.B to be pulled for discussion.

The Court proceeded to Item 22.A.

5. Executive Officer - Valde Guerra:

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval as it pertains to Item **27.H** ; County v. MERS (Mortgage Electronic Registration System).

Vote: 4 - 0 - Unanimously

2. Requesting engagement with the firm of Gary Riebshlager, Houston, TX for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by

UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

3. **AI-42947** Acceptance and approval of claims arising from PO#s 693384 & 696430 to Mike Young Printing for the following:

Invoice #21506 for $156.75;
Invoice #21573 for $ 89.98

which constitute amounts due to check printing overruns that the Sheriff's Department accepted/kept and is utilizing but not included in original requisition or POs.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

G. Co. Wide

1. **AI-42766** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Electrical Materials & Supplies-RFB No. 2013-278-12-18-MEG.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

25. Open Forum

Virginia Townsend stated she wanted to know about progress on privatizing garbage pickup, road and bridge becoming countywide, updating the policy book, step and grade, the McAllen tax office, and obtaining a county engineer.

Fern McClaugherty commented on Item 10.A and asked the court if they had read the backup on it. She also stated that the website has not been functioning correctly and said it they need to be able to access the agendas.

Opal Billman stated that after her divorce was filed, the court did not divide their community property. She stated the court kept their community property. She wants to know who should be responsible for the ongoing crimes against her. She called the Attorney General's office to ask and she was told to contact the State Bar Association.

Eduardo Estrada commented on the road work that was said to be started in Precinct 4. He was told the roads would be repaired five months ago and there has been nothing done. He also commented on tire disposal at the county collection site. He has not been able to dispose of the tire because of a glitch due to reaching a new contract with the city of Edinburg.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address: Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ❒Yes ❒ No

If yes, by whom? ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Exhibit "B"

Bid Page

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED
JAN 15 2014
9:40am
Witnessed

#1			
	NIGP	DESCRIPTION	Price
1	280-41	12/2 w/ground romex wire	RL 250 FT $66.25
2	285-19	10/2 w/ground romex wire	RL 250 FT $134.80
3	285-19	romex connectors straight	.17¢
4	285-19	romex connectors angle	.57¢
5	285-19	½' EMT conduit	$2.46
6	285-19	¾" EMT conduit	$4.02
7	285-19	1" EMT conduit	$7.06
8	285-19	1 ¼ EMT conduit	$2.73
9	285-19	1 ½" EMT conduit	$14.05
10	285-19	2" EMT conduit	$16.72
11	285-19	3" EMT conduit	$34.14
12	285-26	4" EMT conduit	$46.02
13	285-26	½' PVC conduit	$1.71
14	280-41	¾"PVC conduit	$2.08
15	285-19	1" PVC conduit	$3.02
16	285-19	1 ¼" PVC conduit	$4.35
17	285-19	1 ½" PVC conduit	$5.02
18	285-19	2" PVC conduit	$6.36
19	285-19	3" PVC conduit	$13.14
20	285-19	3 ½" PVC conduit	$16.70
21	285-19	4" PVC conduit	$18.16
22	285-19	½" galvanize conduit	$14.30
23	285-26	¾" galv. Conduit	$14.54
24	285-26	1" galv. Conduit	$21.86
25	285-26	2" galv. Conduit	$43.32
26	285-26	1 ½" galv. Conduit	$35.09

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED JAN 15 2014 9:40am Witnessed

#2	#1 PVC Connectors-straight	#2 EMT Connectors-water tight	#3 EMT straps-1 hole	#4 EMT Straps-2 Holes	#5 PVC Straps – 1 Hole	#6 PVC Straps –2 Holes
NIGP		285-23	285-23	285-23	285-23	285-23
			Price			
½"	.12¢	.26¢	.06¢	.06¢	X	.18¢
¾"	.19¢	.47¢	.09¢	.09¢	X	.22¢
1"	.25¢	.78¢	.16¢	.15¢	X	.39¢
1 ¼"	.34¢	$1.30	.24¢	.20¢	X	.39¢
1 ½"	.39¢	$1.68	.41¢	.26¢	X	.40¢
2"	.56¢	$2.68	.52¢	.46¢	X	.49¢
3"	$1.36	$6.95	$1.91	.76	X	X
4"	$2.43	$10.71	$3.23	$1.04	X	X

#2	#7 EMT Coupling die cast set screw	#8 EMT-Connectors die cast set screw	#9 EMT Couplings steel cast set screw	#10 EMT Connectors steel cast set screw	#11 steel die cast EMT Couplings compressing tight	#12 steel die cast EMT Connectors compressing tight
NIGP	285-23	285-23	285-23	285-23	285-23	285-23
			Price			
½"	.18¢	.16¢	.20¢	.20¢	.42¢	.26¢
¾"	.28¢	.27¢	.31¢	.33¢	.54¢	.47¢
1"	.47¢	.51¢	.47¢	.51¢	.89¢	.78¢
1 ¼"	.93¢	.93¢	.94¢	.91¢	$1.56	$1.30
1 ½"	$1.20	$1.20	$1.42	$1.21	$1.68	$2.31
2"	$1.70	$1.68	$1.82	$2.06	$3.00	$2.68
3"	$3.65	$4.46	$12.08	X	$8.48	$6.95
4"	$4.91	$6.69	X	$16.45	$13.39	$10.71

#2	#13 Aluminum LB condulets w/ covers & gasket	#14 Malleable Iron condulet w/cover & gasket	#15 Galvanized condulet w/cover & gaskets	#16 Greenfield flrx connectors straight	#17 Greenfield flrx connectors-angle	#18 Sealtight flex connectors straight
NIGP	285-21	285-18	285-26	285-95	285-95	285-95
			Price			
½"	$4.17	$4.17	$4.17	.42¢	.70¢	$1.51
¾"	$5.27	$5.27	$5.27	.97¢	.85¢	$2.64
1"	$7.72	$7.72	$7.72	$1.94	$1.59	$4.09
1 ¼"	$11.84	$11.84	$11.84	$3.73	$2.44	$6.49
1 ½"	$15.26	$15.26	$15.26	$5.04	$3.22	$9.43
2"	$24.16	$24.16	$24.16	$6.68	$5.36	$14.54

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED
JAN 15 2014
9:40am
Witnessed

3"	$61.39	$61.39	$61.39	X	X	X
4"	$107.33	$107.33	$107.33	X	X	X

#2	#19 Sealtight flex connectors angle	#20 Sealtight conduit	#21 Greenfield
NIGP	204-13 Computer		285.26
Price			
½"	$2.58	$39.63 RL	.54¢
¾"	$3.99	$49.13 RL	.69¢
1"	$7.74	$48.69 RL	$1.08
1 ¼"	$12.19	$63.13 RL	$1.35
1 ½"	$17.58	$54.60	$2.93
2"	$24.61	$66.78	$3.23
3"	X	X	X
4"	X	X	X

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED JAN 15 2014 9:40am Witnessed

# 3					
	NIGP	DESCRIPTION			PRICE
1	445-49	¼ anchor bits-complete kits	Drill bit with plastic anchor in complete set		$5.11
2	445-49	3/8 anchor bits- complete kits			$5.11
3	445-49	½" anchor bits-complete kits			$5.15
4	445-49	¾" anchor bits-complete kits			$5.15
5	285-95	20 amp toggle switches – single two pole 120/ 277v			$1.47
6	285-95	20 amp duplex receptacle– commercial grade 120 v			.99¢
7	285-95	15 amp toggles switches – single pole 120/ 277v			$1.47
8	285-95	15 amp duplex receptacle – commercial 120/ 277v			.99¢
9	285-95	20 amp gfi duplex receptacle– commercial grade 120 v			$9.61
10	285-34	MC cable 12/2, 12/3, 10/2, 10/3 w/ ground			12/2 $98.75 / 12/3 166.00 / 10/2 $214.70 / X 10/3
11	285-79	20 amp 1 pole breakers	snap on	120/208/277	$2.92
			bolt on	120/208/277	$11.91
12	285-79	30 amp 1 pole breakers	snap on	120/208/277	$2.92
			bolt on	120/208/277	$11.91
13	285-79	40 amp 1 pole breakers	snap on	120/208/277	$6.62
			bolt on	120/208/277	$36.10
14	285-79	50 amp 1 pole breakers	snap on	120/208/277	$11.86
			bolt on	120/208/277	$36.10
15	285-79	60 amp 1 pole breakers	snap on	120/208/277	$11.86
			bolt on	120/208/277	$36.10
16	285-79	20 amp 2 pole breakers	snap on	208/240/480	$7.35
			bolt on	208/240/480	$127.69
17	285-79	30 amp 2 pole breakers	snap on	208/240/480	$7.36
			bolt on	208/240/480	$127.69
18	285-79	40 amp 2 pole breakers	snap on	208/240/480	$7.36
			bolt on	208/240/480	$127.69
19	285-79	50 amp 2 pole breakers	snap on	208/240/480	$7.36
			bolt on	208/240/480	$127.69
20	285-79	60 amp 2 pole breakers	snap on	208/240/480	$7.36
			bolt on	208/240/480	$127.69
21	285-79	20 amp 3 pole breakers	snap on	208/240/480	$38.25
			bolt on	208/240/480	$211.50
22	285-79	30 amp 3 pole breakers	snap on	208/240/480	$38.25
			bolt on	208/240/480	$211.50
		40 amp 3 pole breakers	snap on	208/240/480	$38.25

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

JAN 15 2014
Witnessed

23	285-79		bolt on	208/240/480	$211.50
24	285-79	50 amp 3 pole breakers	snap on	208/240/480	$38.25
			bolt on	208/240/480	$211.50
25	285-79	60 amp 3 pole breakers	snap on		$38.25
			bolt on		$211.50
26	280-24	500 mcm thhn wire—600v			$9.88 FT
27	280-24	350 mcm thhn wire—600v			$6.83 FT
28	280-24	300 mcm thhn wire—600v			$5.52 FT
29	280-24	250 mcm thhn wire—600v			$4.58 FT
30	280-24	#3 mcm thhn wire—600v			$1.06 FT
31	280-24	#2 mcm thhn wire—600v			$1.20 FT
32	280-24	#10 thhn wire stranded—solid 600v			$100.65RL
33	280-24	#4 thhn wire stranded and solid—600v			.80¢/.85¢
34	280-24	#12 thhn wire stranded and solid—600v			$60.00RL/$51.75 RL
35	280-24	#1 thhn wire stranded and solid—600v			$1.54
36	280-24	#8 thhn wire stranded and solid—600v			.33¢/.31¢
37	280-24	#6 thhn wire stranded and solid—600v			.49¢/.31¢
38		120 volt photocells—240v, 277v, photo cells			$24.79
39	630-19	Galvanize spray			X
40	285-56	100 watt light bulbs—metal halide high pressure sodium			$25.95/$14.39
41	260-49	100 watt lamps—metal halide high pressure sodium			$25.95/$14.39
42	055-48	2x4 lamp lens — for light fixture replacements (also known as diffusers)			$10.92
43	055-48	2x2 lamps lens — for light fixture replacements (also known as diffusers)			$10.92
44	320-10	¼ plastic anchor kits—duplicate of #3 section			$5.15
45	280-75	8" cable ties			$17.94
46	280-75	10" cable ties			$17.94
47	280-75	12" cable ties			$21.11
48	125-20	Plastic rings—1/2" ¾" 1", 1 ½", 2"			X
49	285-23	Extension rings —metal 4"x4"			$1.14
50	285-23	Weatherproof covers 1 gang			.75¢
		Weatherproof covers 2 gang			$3.22

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

JAN 15 2014 9:40am Witnessed

51	285-23		
52	670-63	4 sq. boxes EMT, PVC & Cast Iron—1 5/8" 2 1/8" deep	$1.05/$11.44
53	285-14	240v 1 phase load center 30 circuit—amps center 3	$93.99
		240v 3 phase load center 30 circuit	$185.89
		480v 1 and 3 phase	X
54	285-14	240 v or 480v 30, 10 1 phase load center 42 circuit (indoor & outdoor)	$355.49
			$548.27
			X
55	285-95	Toggle switch plates—plastic metal	.19¢/.94¢
56	285-95	Toggle 2 gang plates—plastic metal	.38¢/$1.88
57	285-95	Receptacle plates 1 gang—plastic metal	.19¢/.94¢
58	285-95	Receptacle plates 2 gang—plastic metal	.39¢/$2.07
59	285-85	3 way switches--- commercial grade 120/227v	$2.21
60	70-100 285-50	150 Watt/175Watt/200 W/ 250W/400W/ 1000W	$26.01
			$16.20
			X
			$15.58
			$15.69
			$30.68
61	285-95	4x4 Industrial Covers—Metal switch, receptacle (duplex)	$1.10/$1.05
62	285-95	4x4 Industrial Quad outlet covers—Metal switch, receptacle	$1.17/$1.23
63	285-79	4x4 Industrial Single Pole switch—two pole/fusible disconnects 10,30 (240/480v)	$81.94
64	285-79	4x4 Industrial 2 Pole switch—three pole/fusible disconnects 10,30 (240/480v)	$103.03
65	285-95	4x4 Industrial 1 Device Cover—switch, receptacle (metal)	$1.05/$1.17
66	285-76	20 AMP-twist lock outlets; 30 AMP-twist lock outlet--- 120v,240v,480v 2,3 pole receptacle; 2,3 receptacle 10,30	$19.71/$13.51
67	285-19	20 AMP-Male Adapters (for Outlet) 120v plugs 120v, 240v 480v 10,30	$11.51
68	285-19	20 AMP-Female Adapters 120v plugs 120v, 240v 480v 10,30	$6.57

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED
JAN 15 2014
2:40pm
Witnessed

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

STOCK ITEMS ARE PROVIDED WITIN 24HRS OF RECEIPT OF P.O. SPECIAL ORDER ITEMS SUBJECT TO MANUFACTURERS' PROCESSING AND SHIPPING TIME.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WITH VERBAL P.O. STOCK ITEMS CAN BE DELIVERED "SAME DAY".

WARRANTY:

VARIES AS PER MANUFACTURE

BIDDER/COMPANY NAME: CENTRAL PLUMBING & ELECTRIC SUPPLY CO.

ADDRESS: 625 S. AIRPORT DRIVE

CITY/STATE/ZIP: WESLACO, TX 78596

PHONE NO/FAX NO: (P) 956-968-8525 (F) 956-968-7903

E-MAIL ADDRESS: accounting@plumbingandelectric.com

AUTHORIZED SIGNATURE: Gene Paul Perez

TITLE: VICE PRESIDENT

Exhibit "C"

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2013

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
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Consuelo Cavazos, CISR
PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733
E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Insurance Company	
INSURER B : Texas Mutual Ins. Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CENCO, Inc.,
DBA Central Plumbing and Electric Supply Co
625 S Airport Dr
Weslaco TX 78596

COVERAGES **CERTIFICATE NUMBER:** 13-14 ALL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CMP550461304	10/1/2013	10/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BAP550461404	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
A	[x] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [x] RETENTION $ 10,000			CMP550461304	10/1/2013	10/1/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001241631	8/9/2013	8/9/2014	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/DL Robt R Garza

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Additional Named Insureds

Other Named Insureds	
Central Plumbing and Electric Supply Co.	Doing Business As

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	EPLI			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000	100,000		2,500		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
500,000			250		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
February 11, 2014
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 for the exception of Items 4.A, 5.C, 10.A, and 10.B to be pulled for discussion.

The Court proceeded to Item 22.A.

5. Executive Officer - Valde Guerra:

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval as it pertains to Item **27.H** ; County v. MERS (Mortgage Electronic Registration System).

Vote: 4 - 0 - Unanimously

2. Requesting engagement with the firm of Gary Riebshlager, Houston, TX for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by

UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

3. **AI-42947** Acceptance and approval of claims arising from PO#s 693384 & 696430 to Mike Young Printing for the following:

Invoice #21506 for $156.75;
Invoice #21573 for $ 89.98

which constitute amounts due to check printing overruns that the Sheriff's Department accepted/kept and is utilizing but not included in original requisition or POs.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

G. Co. Wide

1. **AI-42766** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Electrical Materials & Supplies-RFB No. 2013-278-12-18-MEG.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

25. Open Forum

Virginia Townsend stated she wanted to know about progress on privatizing garbage pickup, road and bridge becoming countywide, updating the policy book, step and grade, the McAllen tax office, and obtaining a county engineer.

Fern McClaugherty commented on Item 10.A and asked the court if they had read the backup on it. She also stated that the website has not been functioning correctly and said it they need to be able to access the agendas.

Opal Billman stated that after her divorce was filed, the court did not divide their community property. She stated the court kept their community property. She wants to know who should be responsible for the ongoing crimes against her. She called the Attorney General's office to ask and she was told to contact the State Bar Association.

Eduardo Estrada commented on the road work that was said to be started in Precinct 4. He was told the roads would be repaired five months ago and there has been nothing done. He also commented on tire disposal at the county collection site. He has not been able to dispose of the tire because of a glitch due to reaching a new contract with the city of Edinburg.

AI-45612 **Purchasing Department 11. H.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: M. N-Saenz, Ex-Dir HC-CSA Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the third (3rd) one (1) year extension as provided in the contract #E-13-245-07-30 for "Purchase and Disposal of Air Conditioning Units" for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2014 through August 15, 2015.

BACKGROUND

This project is on an "As Needed Basis".

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds available through Community Service Agency's Fiscal Department.

Attachments

air plus renewal 14

dept renewal ok

contract air plus

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/23/2014 02:26 PM
Budget & Management	Debbie Tamez	07/23/2014 02:30 PM
Obdett Calzada	Obdett Calzada	07/25/2014 09:39 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Yvette Islas Started On: 07/18/2014 04:57 PM

Final Approval Date: 07/25/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

July 09, 2014

Air Plus Heating & Cooling, Inc.
Attn: Leocadio Guerrero
711 E Wisconsin Road
Edinburg, Texas 78539
Via fax: 956-631-0195

Re: E-13-245-07-30 "Purchase and Disposal of Air Conditioning Units"

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the third (3rd) of four (4) one (1) year term extensions as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on Commissioners' Court meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Wednesday July 16, 2014 via facsimile to (956) 956-292-7612 or email to: yvette.salinas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: _____ Date: 07/09/14

Print: LEO GUERRERO

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette Salinas

Hidalgo County Purchasing Department

STATE OF TEXAS
LEOCADIO GUERRERO
AIR CONDITIONING &
REFRIGERATION CONTRACTOR
AIR PLUS HEATING & COOLING INC
LIC.# TACLB12033C
EXPIRES 11/06/2014
tdlr
TEXAS DEPARTMENT OF LICENSING AND REGULATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
3/15/2014

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 PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (956) 686-1187 E-MAIL ADDRESS: antonio@prime-integrity.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg , TX 78539 956-381-5891	INSURER A : Cypress Texas Lloyds	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 - 02	3/24/14	3/24/15	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	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of McAllen
Attn: Inspection Dept.
P.O. Box 220
McAllen, TX 78502

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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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2014

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.

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PRODUCER
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (956) 686-1187
E-MAIL ADDRESS: antonio@prime-integrity.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Air Plus Heating & Cooling
4757 S Jackson Rd.
Edinburg TX 78539

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	AUTOMOBILE LIABILITY			BA8336X706	5/7/2014	5/7/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 750,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

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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Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: Purchase & Disposal of Air Conditioning Units (Air Plus Heating & Cooling Inc.)

From : Thelma Vasquez <tvasquez@csa-hidalgo.us> Wed, Jul 09, 2014 10:06 AM
Subject : RE: Purchase & Disposal of Air Conditioning Units (Air Plus Heating & Cooling Inc.)
To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Good Morning,

At this time, CHCSA is interested in exercising our option to extend for an additional 1 (one) year term? Please fax extension paperwork to Mr. Guerrero with Air Plus Supply, our contractor, at (956) 631-0195.

Thank you,
Thelma Vasquez
Program Specialist
County of Hidalgo Community Service Agency
(956) 383-6250 ext 44

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, July 08, 2014 2:12 PM
To: Thelma Vasquez
Subject: Purchase & Disposal of Air Conditioning Units (Air Plus Heating & Cooling Inc.)

Good afternoon Ms. Thelma,

The above mentioned contract is set to expire on August 15, 2014. Would you like to exercise the option extend for an additional 1 (one) year term?

This would be the third (3rd) of four (4) one (1) year terms available under the current contract (#E-13-245-07-30.)

Please reply to this message for record keeping purposes.

Respectfully,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

yvette.salinas@co.hidalgo.tx.us

APPROVED

AI-39739 **Purchasing Department 12. F.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Maribel N. Saenz-Exec. Dir. Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the second, one (1) year extension as provided in the contract #C-11-126-08-16 for "Purchase and Disposal of Air Conditioning Units" for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2013 through August 15, 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds available through Community Service Agency's Fiscal Department.

Attachments

renewal n acord

dept ok

contract

acord

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 03:10 PM
Budget & Management	Obdett Calzada	07/24/2013 03:57 PM
Manuel Chapa	Manuel Chapa	07/25/2013 08:02 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Yvette Islas Started On: 07/16/2013 04:23 PM

Final Approval Date: 07/25/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

July 09, 2013

Air Plus Heating & Cooling, Inc.
Attn: Leocadio Guerrero
711 E Wisconsin Road
Edinburg, Texas 78539
Via E-Mail: lupitagairplus@gmail.com

Re: E-12-209-07-31 "Purchase and Disposal of Air Conditioning Units"

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the second (2nd) of four (4) one (1) year term extensions as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 06, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, July 15, 2012 via facsimile to (956) 956-292-7612 or email to: yvette.salinas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: _____ Date: 07/11/13

Print: LEO GUERRERO

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and /or Statement of Qualifications.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette Salinas
Hidalgo County Purchasing Department

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (956) 686-1187
E-MAIL ADDRESS: antonio@prime-integrity.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Cypress Texas Lloyds	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Air Plus Heating & Cooling
711 E Wisconsin
Edinburg , TX 78539
956-381-5891

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -02	3/24/2013	3/24/2014	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	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

County of Hidalgo Community Service Agency
100 E. Cano, 4th Floor
Admin. Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF TEXAS

LEOCADIO GUERRERO

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

AIR PLUS HEATING & COOLING INC

LIC.# TACLB12033C
EXPIRES 11/06/2013

TEXAS DEPARTMENT OF LICENSING AND REGULATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2013

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PRODUCER
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (956) 686-1187
E-MAIL ADDRESS: antonio@prime-integrity.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Air Plus Heating & Cooling
711 E Wisconsin
Edinburg, TX 78539
956-381-5891

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -02	3/24/2013	3/24/2014	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	$
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BA8336X706	5/7/2013	5/7/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 750,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

County of Hidalgo Community
Service Agency
2812 S. Business Hwy 281
New Adm. Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

AI-33283 **8. L.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the first one (1) year extension as provided in the contract #C-11-126-08-16 for “Purchase and Disposal of Air Conditioning Units” on an "as needed basis" for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2012 through August 16, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds available through Community Service Agency’s Fiscal Department.

Attachments

csa ac renewal letter n acords

C-11-126-08-16

dpt renewal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2012 10:36 AM
Budget & Management	Merlen P. Munoz	07/23/2012 08:53 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Yvette Islas Started On: 07/17/2012 01:32 PM

Final Approval Date: 07/27/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

July 10, 2012

Air Plus Heating & Cooling, Inc.
Attn: Leocadio Guerrero
711 E Wisconsin Road
Edinburg, Texas 78539
Via E-Mail: lupitagairplus@gmail.com

Re: C-11-126-08-16 "Purchase and Disposal of Air Conditioning Units"

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the first (1st) of four (4) one (1) year term extensions as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of July 31, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, July 16, 2012 via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: _____ Date: 07/17/12

Print: LEO GUERRERO

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and /or Statement of Qualifications.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department

AIRPLUS-01 HALLHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Texas, Inc.
c/o 26 Century Blvd.
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: certificates@willis.com
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Air Plus Heating & Cooling Inc
711 East Wisconsin
Edinburg, TX 78539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		TSF0001174985	12/15/2011	12/15/2012	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

Hidalgo County Community Service Agency
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-7525
E-MAIL ADDRESS: primeintegrity@att.net
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE | NAIC#
INSURER A : Cypress Texas Lloyds
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
Air Plus Heating & Cooling
711 E Wisconsin
Edinburg, TX 78539
956-381-5891

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -02	3/24/2012	3/24/2013	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

COUNTY OF HIDALGO SERVICE AGENCY
100 E CANO, 4TH FLOOR
ADMINISTRATION BUILDING
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-7525
E-MAIL ADDRESS: primeintegrity@att.net

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Travelers	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Air Plus Heating & Cooling
711 E Wisconsin
Edinburg, TX 78539
956-381-5891

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			BA8336X706	5/7/2012	5/7/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 750,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER
Hidalgo County Community Service
2812 S Business Highway 281
Edinburg, Tx 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-126-08-16

THIS CONTRACT is made and entered into this 16th day of **August, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Air Plus Heating & Cooling, Inc. ("Company")

WHEREAS, Company responded to advertised notices for proposals for **"Purchase and Disposal of Window Air Conditioning Units"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on August 16, 2011 and end on August 15, 2012 with the County's option to extend the contract for four (4) additional one (1) year terms.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "E" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers" Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**Air Plus Heating & Cooling, Inc.** **Attn: Leocadio Guerrero** **711 E. Wisconsin Rd.** **Edinburg, Texas 78539**

20. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of

the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age

Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

1. Meet schedules:

2. Pay any required fees or taxes; or

3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest

or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Purchase and Disposal of Window Air Conditioning Units"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of_____, 2011.

By: _____

Ramon Garcia, Hidalgo County Judge

Approved by Commissioners' Court
on 8-16-11 RO

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Air-Plus Heating & Cooling, Inc.

By:_____

Printed Name: Leocadio Guerrero

Title: OWNER/PRESIDENT

Approved on Commissioners' Court August 16, 2011

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

May 04, 2011

AIR-PLUS
HEATING & COOLING, INC.
711 E. WISCONSIN RD.
Edinburg, Texas 78539

Re: **HIDALGO COUNTY**
Request For Proposals - **"HIDALGO COUNTY COMMUNITY SERVICE AGENCY – PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"**

RFP NO: 2011-126-05-25-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

REQUEST FOR PROPOSALS (RFP) CHECKLIST
HIDALGO COUNTY COMMUNITY SERVICE AGENCY
"PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"
RFP NO: 2011-126-05-25-YSI

1. Request for Proposals Letter, consisting of 1 page.

2. Request for Proposals, Legal Notice, consisting of 8 pages.

3. Exhibit "A", Service Delivery Terms, Conditions & Product/Service Specifications consisting of pages #1 through page #4.

4. Exhibit "B", Scoring Criteria, page # 5.

5. Exhibit "C", Integrity & Financial Resources pages #6 to #7.

6. Exhibit "D", Technical Knowledge and Experience, consisting of pages #8 to #9.

7. Exhibit "E", Technical Specifications, consisting of page #10 through page #15.

8. Exhibit "G", Hidalgo County's Insurance Requirements, consisting of 4 pages.

9. Conflict of Interest Questionnaire (CIQ), this form must be recorded at the Hidalgo County Clerk's Office and receipt along with recorded document must be submitted with proposal, consisting of 1 page.

10. Proposer's Affidavit, consisting of 1 page.

11. Proposers/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.

12. IRS W-9 Form, consisting of 4 pages.

13. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.

14. Market Volatility and Unit Price Adjustments, consisting of 2 pages.

15. Draft Contract Document, consisting of 10 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

05-04-2011
Date

RFP NO: 2011-126-05-25-YSI	BUYER: YVETTE ISLAS	Tel. No: (956) 318-2626 x-4874

REQUEST FOR PROPOSALS

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"

MAY 25, 2011

contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2011-126-05-25**

1. Sealed proposals will be received for **Hidalgo County Community Service Agency "Purchase and Disposal of Window Air Conditioning Units"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and three (3) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2011-126-05-25-YSI-Hidalgo County Community Service Agency–"Purchase and Disposal of Window Air Conditioning Units"**, and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, May 25, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-126-05-25-YSI—HIDALGO COUNTY COMMUNITY SERVICE AGENCY - "PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS".

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, May 18, 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, May 20, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and**

thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. ~~Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.~~

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **Hidalgo County Community Service Agency –"Purchase and Disposal of Window Air Conditioning Units",**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Community Service Agency
Attn: Thelma Vasquez
P.O. Box 204
Edinburg, TX 78540
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**May 25,**	**2011**
Project/Anticipated Award Date:	_____,	**2011**
Commence Work or Deliver Products	_____,	**2011**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty~~

~~Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

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

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part,

agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY COMMUNITY SERVICE –
"Purchase and Disposal of Window Air Conditioning Units"
RFP NO: 2011-126-05-25-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: AIR-PLUS HEATING & COOLING, INC.

Address: 711 E. WISCONSIN RD.

EDINBURG, TX. 78539

By: _____

Printed Name: Leocadio Guerrero, President

EXHIBIT "A"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

SERVICE DELIVERY TERMS AND CONDITIONS
AND
PRODUCT AND SERVICE SPECIFICATIONS

CHCSA is seeking one (1) qualified contractor to provide equipment in particular window air conditioning units and/or disposal of used/old window air conditioning units. The new window air conditioning units will replace inefficient window units in eligible low-income dwellings throughout Hidalgo County. These services are delivered pursuant to the CEAP Program and are designed to lower utility usage and promote energy conservation.

A contract, if any, awarded pursuant to this solicitation will be for one (1) year and may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise this Option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of five (5) years.

Funds for a contract, if any, resulting from this solicitation have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the United States Department of Health and Human Services. Services under this program are contingent on CHCSA's receipt of CEAP Program funds.

Delivery of all window units specified in this proposal shall be made to the CHCSA main Office, 2524 N. Closner, Edinburg, Tx. Used/old window units will be maintained at CHCSA main office, pick up of such will be at CHCSA main office.

Delivery of all equipment and services specified in this proposal shall be made within 10 working days (defined as Monday through Friday except for Federal or State Holidays) or time agreed upon by said contractor and CHCSA. Exceptions to this requirement shall be allowed only in the event of an eligible program participant is unavailable for service delivery scheduling or occurrence of unforeseeable circumstances as approved by CHCSA (such events must be documented and provided to CHCSA designated program staff).

Payment for Products/Services: There shall be no advance payment for products delivered and/or services provided for the successful proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall normally be made thirty (30) to forty-five (45) days from date of service and agency approval.

All disposals of window air conditioning units provided pursuant to this solicitation must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Proposers shall be responsible for obtaining any required permits and payment of any required payment fee, as applicable.

All and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date.

The successful proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. malfunctioning window units where elderly, infirm clients or children under 6 reside in the household), the successful proposer shall be required to provide warranty work within 24 hours of notification

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

MINIMUM STANDARDS

WINDOW UNIT SIZE	MINIMUM ENERGY STAR EER
5, 000 BTU	10.7
6,000 BTU	10.7
8,000 BTU	10.8
10,000 BTU	10.8
12,000 BTU	10.8
15,000 BTU	10.7
18,000 BTU	10.7

WHEN AN EXISTING INEFFICIENT WINDOW AIR CONDITIONING UNIT(S) AND/OR HEAT PUMP(S) IS REPLACED, THE CLIENT MUST SURRENDER THE OLD UNIT(S) TO BE DISPOSED OF BY CONTACTOR ACCORDING TO APPLICABLE FEDERAL, STATE AND LOCAL CODES/LAWS. CONTRACTOR MUST DESTROY USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS BEYOND REPAIR. USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS ONCE REMOVED CANNOT BE REPAIRED, RETROFITTED, AND/OR SOLD.

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES

THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY REQUIRES COMPLIANCE TO THE FOLLOWING GUIDELINES AND PROCEDURES BEFORE NOTICE OF PAYMENT/PURCHASE ORDERS WILL BE ISSUED TO THE VENDOR:

1) No client shall be excluded from participation due to age, color, religion, sex, national origin, age, handicap, political affiliation or belief.

2) Must not accept any gifts, monetary or otherwise, from clients.

3) Will accept CHCSA notice of payment/purchase order as authorization and obligation of payment and only for the amount stated on the notice of payment/purchase order.

4) Will not alter the amount on notice of payment/purchase order without the prior approval from CHCSA.

5) Will contact CHCSA for prior approval, in the event, that additional costs are incurred or forfeit payment if CHCSA approval is not obtained.

6) Will deliver the window air conditioning units to CHCSA within 10 working days of notice of payment/purchase order date.

7) Will pick up used/old window air conditioning units and/or heat pumps at CHCSA's main office and dispose of such according to applicable Federal, State and local codes, whichever is most restrictive. Used/old window air conditioning units and/or heat pumps once removed cannot be repaired, retrofitted and/or sold.

8) Will submit itemized billing of actual work performed with corresponding documentation. For audit purposes, billing must include:

A) Name and address of vendor
B) Name of Agency
C) Date(s) equipment was delivered to CHCSA or picked up from CHCSA
D) Detail description of equipment delivered or picked up
E) CHCSA notice of payment/purchase order number
F) Billing total amount

9) Direct **all original notice of payments/purchase orders** to include billings/invoices to County of Hidalgo Community Service Agency, P.O. Box 204 Edinburg, Texas 78540. The address has been provided on the notice of payment/purchase order.

10) Submittal of **original notice of payments/purchase orders** will be at contractor's discretion, keeping in mind that equipment must be delivered or disposed within 10 workings days as of date of notice of payment/purchase order.

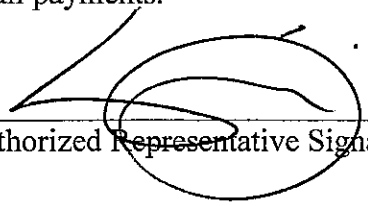
COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES con't

11) Payment will be made to contractor approximately thirty (30) to forty-five (45) days after receipt of original notice of payment/purchase order, with all documentation required, at CHCSA office. Prompt payment will also depend on transaction of funds from the state level to CHCSA. Nevertheless, payment is guaranteed, CHCSA will not issue notice of payment/purchase orders unless it has a contractual amount to cover said amount.

12) CHCSA is a not-for-profit entity therefore is not subject to tax charges (tax-exempt status).

13) Completion of an IRS W-9 form is required in order to prevent the withholding of thirty-one percent (31%) of all payments.



Authorized Representative Signature

5/19/11
Date

Leocadio Guerrero
Print Name of Authorized Representative

President/Owner
Title of Authorized Representative

956-381-5891
Telephone number

Lupita Guerrero
Name of Contact Person

956-381-5461
Fax number

EXHIBIT "B"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

Scoring Criteria

Points will be given to each of the contractual considerations including financial resources & integrity, technical knowledge, and price of materials and labor.

Scoring Breakdown

I.	Financial Resources & Integrity	30	Points
II.	Technical Knowledge & Experience	30	Points

Proposers with a minimum score of 30 points in Financial Resources & Integrity Section and a minimum score of 28 ½ points in the Technical Knowledge & Experience Section will be deemed qualified for evaluation of prices as submitted. Price per item will be subject to negotiations when deemed higher than the local market average price.

III.	Material and Labor Price	40	Points
	Total Possible Points	100	Points

After negotiations, the proposer with the lowest material and labor price will be awarded a maximum of 40 points. All other proposers will receive points based on the following formula:

Lowest proposal price	÷	proposal price	X 40	=	points awarded
Example $1000	÷	$1200 = .834	X 40	=	33.36

Note: A contract will be awarded to the most qualified proposer whose proposal, after negotiations, is most advantageous to CHCSA with price and other factors considered.

EXHIBIT "C"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. **INTEGRITY**- Please list two references of persons or firms that you have conducted business with in the past 12 months who are familiar with your work.

The following questions that will be asked when we contact the references.
2.5 points has been assigned to each question, only favorable responses will be receive points.
15 points maximum may be received.

Q.1. Do they honor their prices?
Q.2. To the best of your knowledge has this firm or person consistently conducted their business affairs in a manner to reflect sound business judgment?
Q.3. Would you characterize this vendor as honest, fair and responsible?

Reference 1

Name: EVA SILVA Phone#: 956-992-8039

Address: 300 S. Closner, Edinburg, Tx. Fax#: 956-992-8027

Company: Capital One Bank

Reference 2

Name: Laura Mayo Phone#: 956-664-8400

Address: 1801 S. 2nd, McAllen, Texas 78503 Fax#: 956-632-5442

Company: Inter National Bank

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. FINANCIAL RESOURCES- Please answer the following questions.

2.5 point has been assigned to each question, only favorable responses will receive points.
15 points maximum may be received.

A. Does your firm/company have the financial capabilities to provide materials up to a maximum of thirty (30) days before receiving payment?

[X] YES [ ] NO

Please submit a copy of your firm's most recent (within the last 12 months) financial statement.
No Exeptions *(2 part question-1.25 pts per part)*

B. Will you hold material until we are ready to pick-up/install?

[X] YES [ ] NO

C. Are you or have you been involved in a Chapter 13 bankruptcy proceeding?

[ ] YES [X] NO

D. Are there any liens against your firm/company?

[ ] YES [X] NO

E. Are there any lawsuits against your firm/company?

[ ] YES [X] NO

F. Have any complaints been filed against your firm with the Better Business Bureau?

[ ] YES [X] NO

If yes, describe the nature of the complaint and its resolution.

_____
_____
_____
_____

EXHIBIT "D"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. TECHNICAL KNOWLEDGE-List three work references of persons or firms for whom you have worked as a contractor to perform heating and cooling work such as:

Proper recovery of freon
Proper disposal of window units
Proper disposal of heat pumps

The following questions will be asked when we contact the references.
2 points has been assigned to each question, only favorable response will receive points.
24 points maximum may be received.

1) *Is the quality of work of this firm or person satisfactory or poor? (2 part question-1pt for each part)*
   If satisfactory, specify in what way.
   If not satisfactory, specify in what way.
2) *Has this firm or person been timely in completing projects?*
3) *Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites?*
4) *If the occasion arose, would you subcontract again with this firm or person to do a job for you?*

Reference 1
Name: FRANK CEPEDA Phone#: 956-631-3067
Address: 1305 E. Nolana, Suite G, McAllen, Tx. 7850 Fax#: 956-631-4683
Company: FRC CONSTRUCTION

Reference 2
Name: RONNIE CRUZ Phone#: 956-682-5022
Address: 605 E. Violet, Suite 5, McAllen, Tx. 78501 Fax#: 956-682-5089
Company: ALLIED ENTERPRISES

Reference 3
Name: ABEL CANTU Phone#: 956-968-6400
Address: 1015 N. Texas Blvd., Suite 20B, Weslaco, TX Fax#: 956-968-8444
Company: ITHACA INVESTMENTS

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. LENGTH OF EXPERIENCE -1 *point has been assigned for each year*
5 points maximum may be received

State the number of years you have done professional heating and cooling work or general contracting work.
18 years

III. GENERAL - *1 point maximum has been assigned*

Are you a "Certified HUB" minority-owned or women-owned enterprise? yes

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units
B. Disposal old Window Air Conditioning Units and old Window Heat Pumps

TECHNICAL SPECIFICATIONS

1. Product information. Upon deemed qualified, proposer will be required to submit technical specifications for Window Air Conditioning Units. **PROPOSER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS ENERGY STAR RATING REQUIREMENTS.**

2. All window air conditioning units must be Energy Star Rated.

3. Product Installation. All window air conditioning units are to be delivered to CHCSA's main office. All window air conditioning units will be installed by CHCSA.

4. Product Disposal. All used/old units must be disposed according to Federal, State and Local code requirements, whichever is most restrictive. Used/old units must be destroyed beyond repair. Used/old cannot be repaired, retrofitted and/or sold. Used/old units will be maintained at CHCSA's main office until disposal is ordered, pick up by contractor will be required.

5. **Any additional cost should not be incurred, however, in the event, that additional costs do occur authorization from CHCSA must be obtained before contractor can proceed.**

EXHIBIT "E" con't

OPENED 9:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units

	Appliance	Window Unit		Quantity	Grand Total
1.	5, 000 BTU	$ 243.00	X	100	= $ 24,300.00
2.	6,000 BTU	$ 325.00	X	100	= $ 32,500.00
3.	8,000 BTU	$ 356.00	X	50	= $ 17,800.00
4.	10,000 BTU	$ 529.00	X	10	= $ 5,290.00
5.	12,000 BTU	$ 558.00	X	50	= $ 27,900.00
6.	15,000 BTU	$ 680.00	X	75	= $ 51,000.00
7.	18,000 BTU	$ 710.00	X	5	= $ 3,550.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section A & B Items 1-8 Equipment $ 3,401.00 **Grand Total $** 162,340.00

EXHIBIT "E" con't

OPENED 9:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

C. Disposal of Used/Old Window Air Conditioning Units and/or Heat Pumps

Appliance	Labor		Quantity*	Grand Total
1. Window Air Conditioning Unit and/or Heat Pump	$ 35.00	X	400	= $ 14,000.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section C Item 1	Labor $ 35.00	**Grand Total $** 14,000.00

OPENED 9:35 5-25-11 Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units
Item #1-7

Section A Grand Total $ 162,340.00

Disposal of Old Window AC Units/Heat Pumps
Item # 1

Section B Grand Total $ 14,000.00

Total Price

Section A-B Grand Total $ 176,340.00
PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

Proposer's Signature: _____ **Date:** 5/19/11

EXHIBIT "F"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

CERTIFICATION

Proposer's and Company Name: Other Company Names or DBA's	AIR-PLUS HEATING & COOLING, INC.
SSN or Employer's Federal ID Number	74-2909990
Mailing Address:	711 E. WISCONSIN RD. EDINBURG, TX. 78539
Telephone: E-mail:	956-381-5891 lupitagairplus@gmail.com
FAX:	956-381-5461

I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non Procurement Programs.

I understand that I must carry adequate general liability and worker's compensation insurance. This insurance must be applicable to work done in **Hidalgo** County and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the Texas Department of Housing and Community Affairs and CHCSA's guidelines and conform to all applicable codes and general specifications.

I certify that I am not a board member, officer, employee or former employee or agent of CHCSA nor am I a family member, spouse of a board member, officer, employee or agent of CHCSA.

I have been provided a copy of the heating and cooling Request for Proposal package, reviewed the documents, and certify that all equipment will meet or exceed these standards and specifications.

I understand that I cannot alter any work without authorization from CHCSA.

I agree to provide CHCSA a sixty (60) day no interest charge for payment. Payments are made as window air conditioning units are delivered or disposed of and complete documentation is submitted.

I agree to provide proposed services without frequent delays.

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No:

CERTIFICATION con't

I understand that I must provide a one-year warranty on all work and that failure to complete warranty work may result in debarment from future heating and cooling contracts.

I understand that I must complete all work within the time period specified in the contract.

I understand that frequent client complaints will be just cause for contract termination.

I understand that failure to comply with contract requirements will be just cause for contract termination and will result in debarment from future heating and cooling contracts.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

I understand that CHCSA reserves the right to reject any and all Request for Proposals.

No member, officer, agency or employees of CHCSA shall be personally liable concerning any matters arising out of or in relation to the commitment heating and cooling funds with regards to feasibility or validity of the proposed subject.

I hereby certify that prices quoted in Exhibit E shall be the delivered price at any work site within the stated service delivery area (Hidalgo County) and shall include all packaging, handling shipping and delivery charges. I understand that County of Hidalgo Community Service Agency is exempt from state and local taxes and have therefore not included taxes in the pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period and each extension period mutually agreed upon thereafter. I further certify that the quoted materials meet the specifications contained in this quotation document and will provide proof of same immediately upon request by CHCSA.

Leocadio Guerrero	/	/ 5/19/11
Proposer's Name (please print)	Proposer's Signature	Date

EXHIBIT "G"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, Leocadio Guerrero, authorized representative for Air-Plus Heating & Cooling, Inc.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $750,000.00 General Liability: $ 1,000,000.00

☒ have already been met, see attached copy of insurance certificate.

Authorized Representative

5/19/11
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

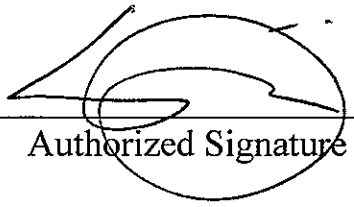
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Leocadio Guerrero, possess all of the APPLICABLE:

1. Licenses: Air Conditioning Contractor License.
2. Bonds: City.
3. Certificates: Indoor Air Quaility Asso. certified - Res-Light Commercial and Air Balance
4. Permits: City.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

5/19/11.
Date

AIR-PLUS HEATING & COOLING, INC.
Company

711 E. WISCONSIN RD.
Address

EDINBURG, TEXAS 78539.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	**OFFICE USE ONLY** Date Received

1 **Name of person who has a business relationship with local governmental entity.**

AIR-PLUS HEATING & COOLING, INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Leocadio Guerrero

5/19/11

Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Leocadio Guerrero, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____ President/Owner

Subscribed and sworn to before me this 19th day of May, 2011.

Lucy Pena
Notary Public

My commission expires: September 20, 2014.

NOTARY PUBLIC STATE OF TEXAS
LUCY PENA
My Commission Expires
September 20, 2014

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: AIR-PLUS HEATING & COOLING INC **Telephone No.** (956) 381-5891

dba Name:

Legal Name:

Mailing Address : 711 E. WISCONSIN RD. **Fax No.** (956) 381-5461

Physical Address: 711 E. WISCONSIN RD.

City, State, Zip EDINBURG, TX. 78539 **Tax I.D. No.** 74-2909990

Remit to Address : P.O. Box 261 **City, State, Zip** Edinburg, Tx. 78539

E-Mail Address: lupitagairplus@gmail.com

Representative(s) Name(s) & Title(s) Leocadio Guerrero, President/Owner

Type of Organization (check one): ____ Individual ____ Partnership __X__ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify ____

State Identification No. ____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. 74-2909990

State of Incorporation: Texas **Date:** ____ **Other:** ____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization __X__ Other, Specify Air-Conditiong Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Leocadio Guerrero, President/Owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- • Less than 125,000 annual gross receipt
- • Less than 250,000 annual gross receipt
- X Less than 499,000 annual gross receipt
- • More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- • Black American
- X Hispanic American
- • Asian Pacific American
- • Native American
- • Women
- • Other

Have you been certified as a HUB or an MBE/WBE source?: X Yes • No

Indicate Certification No.(s): 1742909990000 **or are Certificate(s) attached?:** X Yes • No

What type of product(s) is/are solicited by your company? Central Air & Heat Installation, Service & Repai

Would you like to be provided with specifications for procurements of such products?: X Yes • No

To Be Completed by the County: Rec'd by (Purchasing): ____ **Date Rec'd by (Purchasing):** ____

Date Forwarded Information to Auditor's Office: ____ **Entry Date:** ____ **Vendor No.:** ____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: •X Yes • •No

If yes, by whom?: •X Texas Building & Procurement Commission • •Other_____

Indicate Certification No(s).:1742909990000 or Are Certificate(s) Attached?: •X Yes • •No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • •Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • •Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • •Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

AIR-PLUS HEATING & COOLING, INC.

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
711 E. WISCONSIN RD.

Requester's name and address (optional)

City, state, and ZIP code
EDINBURG, TEXAS 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				

Employer identification number

7	4	-	2	9	0	9	9	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 5/19/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

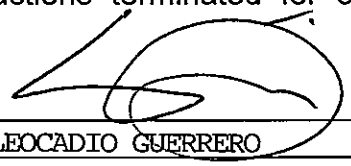
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: LEOCADIO GUERRERO
Title: President/Owner
Telephone Number: 956-381-5891
Date: 5/19/11

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification

to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-126-00-00

THIS CONTRACT is made and entered into this **0th** day of **Month, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____. ("Company")

WHEREAS, Company responded to advertised notices for proposals for **"Purchase and Disposal of Window Air Conditioning Units"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on Month 00, 2011 and end on Month 00, 2012 with the County's option to extend the contract for four (4) additional one (1) year terms.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers" Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

20. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

1. Meet schedules:
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or

gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Purchase and Disposal of Window Air Conditioning Units"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of_____, 2011.

By: _____

Ramon Garcia, Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

COMPANY: .

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

J. A. (TONY) SANCHEZ, P.C.

Certified Public Accountant

4008 N. 22nd Street • McAllen, Texas 78504
Tel: (956) 618-1040 • Fax: (956) 618-1041

I have compiled the accompanying statement of assets, liabilities, and equity – income tax basis of AIR PLUS HEATING & COOLING, INC., (an S-Corporation), as of December 31, 2010 and the related statement of revenues and expenses – income tax basis, for year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Tony Sanchez, CPA
A Professional Corporation

March 29, 2011

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2010

ASSETS

CURRENT ASSETS:		
CASH ON HAND	$ 1,020.22	
CAPITAL ONE - 3820348337	(544.89)	
A/R GUERRERO INVESTMENTS	3,338.81	
A/R - TRADE	195,001.92	
INVENTORY	30,000.00	
TOTAL CURRENT ASSETS:		$ 228,816.06
PROPERTY & EQUIPMENT:		
MACHINERY & EQUIPMENT	35,350.59	
OFFICE FURN & EQUIPMENT	4,428.00	
VEHICLES	278,539.72	
LEASEHOLD IMPROVEMENTS	8,281.45	
ACCUMULATED DEPRECIATION	(214,041.03)	
TOTAL PROPERTY & EQUIPMENT:		112,558.73
TOTAL ASSETS		$ 341,374.79

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2010

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
A/P - TRADE	$ 47,133.65	
PAYROLL TAX LIABILITIES	3,109.17	
TOTAL CURRENT LIABILITIES:		$ 50,242.82
LONG-TERM DEBT:		
N/P - ALLY: 2010 SIERRA	15,149.55	
N/P- ALLY: '10 CHEV SILV.	24,457.51	
N/P - TOYOTA FINANCIAL	5,890.81	
TOTAL LONG-TERM DEBT:		45,497.87
EQUITY:		
RETAINED EARNINGS	241,951.06	
COMMON STOCK	1,000.00	
EXCESS PAID CAPITAL	127,179.88	
SUB-S DISTRIBUTIONS	(69,000.00)	
CURRENT YEAR EARNINGS	(55,496.84)	
TOTAL EQUITY:		245,634.10
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		$ 341,374.79

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENT OF REVENUES AND EXPENSES - INCOME TAX BASIS
FOR THE YEAR ENDED DECEMBER 31, 2010

	Year to Date Actual	Percent
REVENUES:		
SALES	$1,176,608.21	100.0
* TOTAL REVENUES:	1,176,608.21	100.0
COST OF SALES:		
COST OF GOOD SOLD	644,551.36	54.8
SUBCONTRACTORS - JOBS	27,840.35	2.4
* TOTAL COST OF SALES:	672,391.71	57.1
* GROSS MARGIN ON SALES	504,216.50	42.9
OPERATING EXPENSES:		
ADVERTISING	5,229.00	0.4
AUTOMOBILE EXPENSE	23,062.71	2.0
INTEREST & BANK CHARGES	2,567.08	0.2
COMMISSIONS	1,077.53	0.1
DEPRECIATION EXPENSE	31,809.00	2.7
DUES & SUBSCRIPTIONS	320.00	0.0
EMPLOYEE BENEFITS	1,314.25	0.1
INSURANCE - OTHER	6,282.00	0.5
INSURANCE - HEALTH	13,128.06	1.1
INSURANCE - AUTO	1,118.42	0.1
INSURANCE - WORK COMPS	12,764.00	1.1
PERMITS & LIC FEES - JOBS	2,766.57	0.2
MISCELLANEOUS	16.00	0.0
OFFICE EXPENSE	11,929.41	1.0
PROFESSIONAL FEES	6,310.00	0.5
RENT - BUILDING	37,500.00	3.2
REPAIRS & MAINTENANCE	742.74	0.1
RETIREMENT / IRA PLAN	7,498.74	0.6
TELEPHONE	4,507.57	0.4
MEALS & ENTERTAINMENT	60.71	0.0
UNIFORMS	309.22	0.0
UTILITIES	4,093.16	0.3
SALARIES & WAGES	344,326.17	29.3
SUPPLIES/TOOLS	429.20	0.0
TAXES - FRANCHISE	3,323.44	0.3
TAXES - SALES TAXES	4,005.80	0.3
TAXES - PAYROLL	33,222.56	2.8
* TOTAL OPERATING EXPENSES:	559,713.34	47.6
* NET OPERATING INCOME	(55,496.84)	(4.7)
* NET INCOME	$ (55,496.84)	(4.7)

SEE ACCOUNTANT'S REPORT

Client#: 9391 AIRPLUS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Air Plus Heating & Cooling Inc 711 East Wisconsin Edinburg, TX 78539	INSURER A : Texas Mutual Insurance Company	22945
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001174985	12/15/2010	12/15/2011	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

** Workers Comp Information **
Voluntary Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

County of Hidalgo Community
Service Agency
2524 N Closner
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-752 E-MAIL ADDRESS: primeintegrity@att.net
	INSURER(S) AFFORDING COVERAGE — NAIC#
	INSURER A: Cypress Texas Lloyds
INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg, TX 78539 956-381-5891	INSURER B: Travelers
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -01	3/24/2011	3/24/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ 100,000 $ 5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA8336X706	5/7/2011	5/7/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	750,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

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

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Community Service Agency 2802 S Business Highway 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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STATE OF TEXAS

LEOCADIO GUERRERO

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

AIR PLUS HEATING & COOLING INC

LIC.# TACLB12033C
EXPIRES 11/06/2011

TEXAS DEPARTMENT OF LICENSING AND REGULATION

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AIR-PLUS HEATING & COOLING, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 22-APR-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742909990000
File/Vendor Number: 29544
Approval Date: 20-APR-2011
Expiration Date: 20-APR-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

INDOOR AIR QUALITY ASSOCIATION

2005 INDIVIDUAL MEMBERSHIP CERTIFICATE

THIS DOCUMENT IS TO CERTIFY THAT

Leo Guerrero

Membership ID #2511

IS A MEMBER IN GOOD STANDING AND ENTITLED TO ALL RIGHTS & PRIVILEGES OF ASSOCIATION MEMBERSHIP

ASSOCIATION INC.

Glenn E. Fellman, Executive Director

CERTIFIED RESIDENTIAL AND LIGHT COMMERCIAL AIR BALANCING AND DIAGNOSTIC TECHNICIAN

LEOCADIO GUERRERO

Has successfully participated in the training and passed a required written examination by the

NATIONAL BALANCING INSTITUTE

to perform HVAC airflow diagnostics and air balancing for residential and light commercial systems according to NBI standards and practices.

National Balancing Institute NBI CERTIFIED 02-017-08

February 27, 2002

Rob Falke, National Balancing Institute

EXHIBIT "E"

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units
B. Disposal old Window Air Conditioning Units and old Window Heat Pumps

TECHNICAL SPECIFICATIONS

1. Product information. Upon deemed qualified, proposer will be required to submit technical specifications for Window Air Conditioning Units. **PROPOSER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS ENERGY STAR RATING REQUIREMENTS.**

2. All window air conditioning units must be Energy Star Rated.

3. Product Installation. All window air conditioning units are to be delivered to CHCSA's main office. All window air conditioning units will be installed by CHCSA.

4. Product Disposal. All used/old units must be disposed according to Federal, State and Local code requirements, whichever is most restrictive. Used/old units must be destroyed beyond repair. Used/old cannot be repaired, retrofitted and/or sold. Used/old units will be maintained at CHCSA's main office until disposal is ordered, pick up by contractor will be required.

5. **Any additional cost should not be incurred, however, in the event, that additional costs do occur authorization from CHCSA must be obtained before contractor can proceed.**

EXHIBIT "E" con't

OPENED 1:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units

	Appliance	Window Unit		Quantity	Grand Total
1.	5, 000 BTU	$ 243.00	X	100	= $ 24,300.00
2.	6,000 BTU	$ 325.00	X	100	= $ 32,500.00
3.	8,000 BTU	$ 356.00	X	50	= $ 17,800.00
4.	10,000 BTU	$ 529.00	X	10	= $ 5,290.00
5.	12,000 BTU	$ 558.00	X	50	= $ 27,900.00
6.	15,000 BTU	$ 680.00	X	75	= $ 51,000.00
7.	18,000 BTU	$ 710.00	X	5	= $ 3,550.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section A & B Items 1-8 Equipment $ 3,401.00 **Grand Total $** 162,340.00

EXHIBIT "E" con't

OPENED 9:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

C. Disposal of Used/Old Window Air Conditioning Units and/or Heat Pumps

Appliance	Labor		Quantity*	Grand Total
1. Window Air Conditioning Unit and/or Heat Pump	$ 35.00	X	400	= $ 14,000.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section C Item 1	Labor $ 35.00	**Grand Total $** 14,000.00

OPENED 9:35 5-25-11 Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units
Item #1-7

Section A Grand Total $ 162,340.00

Disposal of Old Window AC Units/Heat Pumps
Item # 1

Section B Grand Total $ 14,000.00

Total Price

Section A-B Grand Total $ 176,340.00
PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

Proposer's Signature: _____ **Date:** 5/19/11

EXHIBIT "G"

Client#: 9391 AIRPLUS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Air Plus Heating & Cooling Inc 711 East Wisconsin Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Texas Mutual Insurance Company — 22945 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001174985	12/15/2010	12/15/2011	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

** Workers Comp Information **
Voluntary Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

County of Hidalgo Community
Service Agency
2524 N Closner
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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DESCRIPTIONS (Continued from Page 1)

Proprietors/Partners/Executive Officers/Members Excluded:
Lupita Guerrero, Treasurer

08/02/2011 09:49 9563815461 AIR PLUS PAGE 02/02

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-7525 E-MAIL ADDRESS: primeintegrity@att.net
	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: Cypress Texas Lloyds INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg, TX 78539 956-381-5891	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -01	3/24/2011	3/24/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ 100,000 $ 5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA8336X706	5/7/2011	5/7/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	750,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

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

CERTIFICATE HOLDER

Hidalgo County Community Service Agency
2802 S. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

AI-27839 **15. F. 1.**
CC REGULAR
Meeting Date: 08/16/2011
Submitted For: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo County Community Service Agency–Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

BACKGROUND

Agreement approved as to form by legal counsel on 04-29-11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funds available through Community Service Agency's Department.

Attachments

ai request.27839
csa recomend.27893
acceptance sheet
scoring grid
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 01:40 PM
Erika Zamora	Angela Garcia	08/04/2011 09:03 AM
Purchasing Department	Marty Salazar	08/10/2011 01:05 PM
Erika Zamora	Erika Zamora	08/11/2011 02:53 PM
Auditor's Office	Arcilia Duran	08/11/2011 04:08 PM
Purchasing Department	Marty Salazar	08/11/2011 04:39 PM

Form Started By: Yvette Islas Started On: 08/02/2011 11:29 AM

Final Approval Date: 08/11/2011

2. AI-28041 Requesting approval of Work Authorization #4 in the amount of $4,496.64 from L&G Engineering Laboratory, LLC to provide Construction Materials Testing Services for Mile 12½ North Road (between FM 88 & Mile 4) Project in Hidalgo County Precinct 1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

3. AI-27957 a. Pursuant to current contract with L&G (Article 14 of Contract #C-11-054-04-12), a request by engineer to permit the subcontracting of Ergonomic Transportation Solution Inc. in connection to request for action on Work Authorization #2 of the Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road In Precinct 1; and

b. Acceptance and approval of Work Authorization #2-in the amount of $5,900.00 to conduct a Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1 as submitted by the project Engineer L&G Engineering in connection with Contract #C-11-054-04-12-Professional Engineering Services On-Call Services-MPO and HCRMA, Traffic Studies County Wide Projects.

C. Pct. 3

1. AI-28008 a. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "Mile 2 Road Project (Moorefield Road to La Homa Road) for Precinct No. 3 ," with L & G Consulting Engineers Inc., as authorized & approved for negotiations by CC on 06/29/11.

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $490,606.33) for provision of engineering services required by Pct. #3 consisting of: ROW Mapping, Surveying, Right-of-Way Acquisition and Roadway Design for Mile 2 North Project from Moorefield Rd West to SH 364 (La Homa Rd)" with L&G Engineering under contract No. C-11-195-08-16

2. AI-28007 Approval to execute contract awarded by CC on 07/19/11 to Valley Boring Service, LLC., in the amount of $73,160.00 for the ""Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal," and authorize project engineer, Javier Hinojosa Engineering, to issue and forward "Notice to Proceed" to contractor,.

3. AI-27948 Requesting approval of a professional architectural services contract with ERO Architects for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 3 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/21/11).

4. AI-28006 Acceptance and approval to execute a Construction Material Testing Services contract with L&G Engineering Laboratory LLC for Precinct No. 3 (on an as needed basis) Projects as approved by CC for negotiations on CC 07/12/11.

D. Health & Human Services Dept.

1. AI-27956 Requesting approval of Change Order No. 3 inceasing number of days for completion of project: "Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements", awarded to The 5125 Company Contract No. C-10-050-03-23 with authority for County Judge or Court Member to execute document.

E. WIC

1. AI-27487 Presentation of bid(s) received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract by Commissioners Court for the Request for Bid titled: Hidalgo County WIC Program-"Lease Office Space-City of Donna" through project No.: 2011-151-07-06-SGS.

F. Community Service Agency

1. AI-27839 Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo

County Community Service Agency–Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

G. Sheriff's Office

1. **AI-27942** Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office-Commissary Supplies through RFB No. 2011-083-06-15-SMA.

approved

2. **AI-28020** Requesting approval of Supplemental Agreement No. 1 to C-08-223-11-04, (an increase in the amount of $7,620.80),for current contract with Dos Logistics, Inc. for the Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area, to reflect additional construction staking required.

approved

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

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27986 Claim of Elvia Rodriguez

E. AI-27988 Claim of City of Penitas

F. AI-28050 CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

17. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27987 Claim of Elvia Rodriguez

E. AI-27989 Claim of City of Penitas

F. AI-28052 CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

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

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

20. Adjourn

AI-45277 **Purchasing Department 11. I.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications//requirements, legal notice, draft requirement agreement etc) as attached hereto for: Hidalgo County Precinct 4- "Pit Run Caliche Base" -RFB No.: 2014-287-00-00-SGS. Including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

1. Current contract will expire on November 17, 2014.
2. New contract will commence on November 18, 2014.
3. Propose schedule of events:
   1st advertisement: August 02, 2014
   2nd advertisement: August 09, 2014
   Bid Opening date: August 20, 2014

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Funds available as of 7/25/14. Project will be on an "As needed Basis"

Attachments

Memo, Specs, Legal Notice-Draft etc.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/18/2014 09:31 AM
Budget & Management	Debbie Tamez	07/18/2014 09:52 AM
Obdett Calzada	Obdett Calzada	07/25/2014 09:37 AM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Sandy Suarez Started On: 06/30/2014 04:44 PM

Final Approval Date: 07/25/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

MEMORANDUM

(Approval of Specifications)

To: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4

ATTN: **Gloria Beltran/ Veronica Lopez**

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

Date: June 25, 2014

Re: RFB No. 2014-287-00-00-SGS-Approval of Specifications for Hidalgo County Precinct No. 4- **"Pit Run Caliche"**

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If the modified specifications are NOT met, make any and all additional modifications necessary and return the revised copy to purchasing department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: 4-1200-431-00-124-007-0-673

[signature]	Ramon Rodriguez	Road & Bridge	6/25/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, JULY 03, 2014, @ 10:00 a.m.

Enclosures

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
Bid No. 2014-287-00-00-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:
Hidalgo County is soliciting competitive sealed bids for "**Pit Run Caliche Base"** for Hidalgo County Precinct No. 4. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All material purchased will be on an "**As Needed Basis"** by Precinct No. 4**.**

Specifications/Requirements:

1. Pit Run Caliche will be on an "**As Needed Basis**" only. There is no guaranteed annual volume. It shall be agreed and understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.
2. Bid will be based on the lowest bid per ton basis as listed on bid page form. (Exhibit "B")
3. Awarded bidder(s) **shall have on site at the Bidder's Pit location(s)**, an electronic or manual scale with a minimum of 70 ft. in length.
4. When requested, samples shall to furnished free of expense to Hidalgo County.
5. In the event that the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions) the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
6. **Location** is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration, if material is picked up at the plant site.

TERMS AND CONDITIONS:

1.) The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term under the same price, terms, and conditions. Prices must remain firm during the contract period.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

5.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County

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reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

6.) 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.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9.) Have been in business for at least two years.

10.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

11.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if at any time; vendor's prices do not conform to public pricing.

12.) Testing may be performed at the request of Hidalgo County during the length of the contract through an independent testing laboratory.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14.) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

15.) **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

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ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, MONTH 00, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, MONTH 00, 2014 by 5:00 P.M.

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Bid No: 2014-287-00-00-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

"PIT RUN CALICHE BASE"

BID OPENING DATE:
MONTH 00, 2014

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 2014-287-00-00-SGS**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-PIT RUN CALICHE BASE** "in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2014-287-00-00-SGS-HIDALGO COUNTY PRECINCT NO. 4 – PIT RUN CALICHE BASE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, OCTOBER 17, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO** "**RFB NO.: 2014-287-00-00-SGS- HIDALGO COUNTY PRECINCT NO. 4- PIT RUN CALICHE BASE."** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

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himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha

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L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4 –PIT RUN CALICHE BASE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 4
Rumaldo Munoz, Admin. Assistant
1051 N. Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. **Schedule of Events:**

Bid Opening, 9:30 AM	**October 17, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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. 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.

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20. **Disclosure of Conflict of Interest:**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;
. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all

wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

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Bid
for
HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2014-287-00-00-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve Draft Agreement for: Pit Run Caliche Base - Pct 4 (Request for Bids Purposes)

From : Steve Crain <scrain@atlashall.com> Mon, Jun 30, 2014 03:55 PM

Subject : RE: Review & Approve Draft Agreement for: Pit Run Caliche Base - Pct 4 (Request for Bids Purposes) 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, June 30, 2014 3:37 PM
To: Steve Crain; Marynel Trevino
Cc: Sandy Suarez; Darlene H. Betancourt
Subject: Review & Approve Draft Agreement for: Pit Run Caliche Base - Pct 4 (Request for Bids Purposes)

Good afternoon, Mr. Crain-

Please review and approve as to form (attached hereto) "draft" agreement for the purposes of utilizing in the procurement packet **ONLY** for: "**Pit Run Caliche Base"** (on an as needed basis) for projects within **Hidalgo County Precinct No. 4.**

Please advise, in order to insert as an exhibit in the Request for Bids (RFB) procurement packet and so, as to proceed with approval of advertisement for this project.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

REQUIREMENTS AGREEMENT
C-14-287-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ _____day of _____**, 2014** by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pit Run Caliche Base" (on an as needed basis),** (the "Product") for **Hidalgo County Precinct No. 4**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____ _____**, 2014** and expire on _____, **2015** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices

shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

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If to Seller: _____
_____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit “C”, which is attached hereto.

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n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2014

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title: _____

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EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

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AI-45198 **Purchasing Department 11. J.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Sandra Montalvo,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Judge Mario E. Ramirez, Jr. Juvenile Justice Center- "Licensed Professional Counselors"-RFP NO.:2014-273-SMA. Including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

1. Proposed schedule of events:
   1st advertisement: Aug. 02, 2014
   2nd advertisement: Aug. 09,2014
   Acceptance date: August 20, 2014

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available balance as of 7-18-14 $52,064.70

AS needed basis

FISCAL YEAR: 2014 ACCT. #: 4-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available balance as of 7-18-14 $29,685.83

FISCAL YEAR: 2014 ACCT. #: 4-1286-423-00-330-005-4-331

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

BUDGETARY IMPACT:

Available balance as of 7-18-14 $3,770.00

Attachments

Draft Contract, Legal Notice , Requirements

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/18/2014 09:31 AM
Budget & Management	Debbie Tamez	07/18/2014 10:19 AM
Manuel Chapa	Manuel Chapa	07/18/2014 02:12 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Sandra Montalvo Started On: 06/24/2014

Final Approval Date: 07/25/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
JUN 24 2014
By

MEMORANDUM

(Department's Approval)

TO: **Israel "Buddy" Silva, Director**
Hidalgo County Probation Dept.

ATTN: **Elena Gaitan** **via email:** elena.gaitan@jpd.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: June 6, 2014

RE: **Approval or Disapproval of Specifications for:** ***Bid No.-2014-273-00-00-SMA*-HIDALGO COUNTY JUVENILE JUSTICE CENTER ""**

Please review the following **CURRENT SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	**DISAPPROVE** ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: _____YES/ ✓ _____NO/_____

Other (Specify) _____

Budget Account No.: 4-1100-423-32-330-001-331
4-1100-" 60-" 002-331
4-1286-" 60-" 005-4331

Probation

Israel Buddy Silva Jr Dept 6-16-14

SIGNATURE *PRINTED NAME* *DEPARTMENT* *DATE*

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us **by no later than Wednesday, June 11, 2014 .**

RFP NO:2014-273-00-00-SMA	BUYER II: SANDRA MONTALVO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

JUDGE MARIO E. RAMIREZ, JR. - JUVENILE JUSTICE CENTER

"LICENSED PROFESSIONAL COUNSELOR(S)"

RFP ACCEPTANCE OPENING DATE: _____, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1) Sealed proposals will be received for *JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER FOR "LICENSED PROFESSIONAL COUNSELOR(S)"*, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2) One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFP NO: 2014-273-00-00-SMA-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center for LICENSED PROFESSIONAL COUNSELOR(S)"*** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, ***on or before 9:30 a.m., Wednesday, July 00, 2014.***

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP No: 2014-273-00-00-SMA-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center for Licensed Professional Counselor(s)".

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday**, July 00, 2014 at 5:00 p.m.** Responses will be sent via email to all applicants by Friday**, July 00, 2014**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself

with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10) County reserves the right to accept or reject any or all proposals.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS: (If applicable)**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–**"LICENSED PROFESSIONAL COUNSELOR(S)"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Israel "Buddy" Silva
Chief Probation Officer
1001 North Doolittle Road
Edinburg, TX 78540
(P) 956-587-6200 – (F) 956-383-4280

17) SCHEDULE OF EVENTS

Projected Proposal Opening, 9:30 A.M.	**July 00, 2014**
Project/Anticipated Award Date	**_____,2014**
Commence Work or Deliver Products	**_____,2014**

18) ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract~~ for ~~goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

  All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~f 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 therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21) If during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23) Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

a) Meet schedules;
b) Pay any required fees or taxes; or
c) Otherwise perform in accordance with the requirements.

27) Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of

any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28) Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30) The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
JUDGE MARIO E. RAMIREZ, JR. JUSTICE CENTER
"Licensed Professional Counselor(S)"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Print Name: _____

Title: _____

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
Request for Proposal
"Licensed Professional Counselor(s)"
RFP NO: 2014-273-00-00-SMA

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)" in order to establish a "Pool" of Licensed Professional Counselors" on an "As Needed Basis". Counseling Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Pool for Licensed Professional Counselor(s)".

Request For Proposals will be accepted until **9:30 A.M., Wednesday, July 00,2014 . ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The submittal envelope must show the RFP number, name and opening date.

The following outlines the Request for Qualifications:

SECTION I
General Terms and Conditions

Deliver Submittal to:
Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL BY NO LATER THAN Wednesday, July 00, 2014, @ 5:00 P.M. to sandra.montalvo@co.hidalgo.tx.us. Responses will be sent to all applicants via email **by Friday, July 00, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

HAND DELIVERED PROPOSALS:

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

SIGNING OF PROPOSALS:

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

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for any unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT (If Applicable):

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II

RFP REQUIREMENTS

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REQUEST FOR PROPOSALS:

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

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed counselor(s) who are experience/qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licensed, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed professional counselor(s) who are qualified, experience and efficient for "Licensed Professional Counselor" and meet the following specifications and/or requirements:

1) Have experience in counseling intervention juvenile age population, parents, group, etc.;
2) Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3) Experience with providing counseling services with other "Juvenile Probation" entities;
4) Knowledge of family techniques;
5) Knowledge of juvenile techniques;
6) Knowledge of behavior modification and applied behavior modification;
7) Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
8) Each juvenile, parent, group shall remain in program until successful completion;
9) Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10) Must submit copies of their credentials, License(s), qualifications;
11) Any/All submitting a response are subject to criminal history and background checks;
12) Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;

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13) To provide services in the language of literacy and understanding of the juvenile, parent, group, etc.;

14) Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law;

15) Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, parents, group;

16) Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";

17) An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;

18) The "Licensed Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";

19) Explain how a diagnosis is determined and how recommendations are made;

20) Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;

21) Licensed Professional Counselor(s) with preferred experience including but not limited, to the following:
- criminal/gang orientation
- aggressive behavior
- lack of victim empathy
- substance abuse
- educational issues
- issues with authority
- lack of pro social values
- emotional/mental health disorders
- impulsive-aggressive behaviors
- low intellectual capacity
- educational issues
- chaotic home environment

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PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a standard state fee proposal per hour, per person, per parent, per group, per family sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested *shall not* exceed the statutory state rate fees. Pool for Licensed Professional Counselor(s) will be on an "As Needed Basis" per juvenile, parent, group, family group.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one **(1)** original submittal and seven (**7) copies**.

SECTION III
SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

A.) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request for Proposals".

B.) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1) QUALIFICATIONS: (30 Points)

The "Licensed Professional Counselor(s)" should provide information related to its Qualifications. The "Licensed Professional Counselor(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2) UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)

The "Licensed Professional Counselor(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Pool of Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the request for proposal. Counselor(s) should include any local issues or concerns that directly affect the Counselor(s) understanding of the project.

3) COST: (20 Points)

Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirement herein. **Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested *shall not* exceed the statutory state rate fees. Pool for Licensed Professional Counselor(s) will be on an "As Needed Basis" per juvenile, parent, group, family group.**

4) EXPERIENCE/ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)

The "Licensed Professional Counselor(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan will be reviewed and considered in order to create a "Pool". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for - "Counseling Services". Accuracy and completeness are essential.

Hidalgo County /Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

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EXHIBIT B

EVALUATION CRITERIA
Judge Mario E. Ramirez, Jr. Juvenile Justice Center
REQUEST FOR PROPOSAL
"LICENSE PROFESSIONAL COUNSELOR(S)"
RFP No.: 2014-273-00-00-SMA

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B.

After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1) **QUALIFICATIONS:**
   The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State of Board of Examiners of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2) **UNDERSTANDING THE SERVICES/METHODOLOGY:**
   The Licensed "Counselor(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the Request For Proposal. Counselor(s) should include any local issues or concerns that directly affect the Counselor(s) understanding of the project.

3) **COST:**
   Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirements. **Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested *shall not* exceed the statutory state rate fees. Roster for License Professional Counselor(s) will be on an "As Needed Basis" per juvenile, parent, group, family group.**

4) **EXPERIENCE/ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**
   The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc., in other "Juvenile Probation Counseling Services".

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EXHIBIT B

RFP EVALUATION FORM

Judge Mario E. Ramirez, Jr. Juvenile Justice Center

REQUEST FOR PROPOSAL

"LICENSE PROFESSIONAL COUNSELOR(S)"

RFP No.: 2014-273-00-00-SMA

SELECTION CRITERIA	POINTS	SCORE
1) **QUALIFICATIONS:** (*30 points maximum)*		
The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.	0-30	
Comments/Rationale For Points:		
2) **UNDERSTANDING THE SERVICES/METHODOLOGY (20 *points maximum)***		
The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.	0-20	
Comments/Rationale For Points:		
3) **COST (20 *points maximum)***		
Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirements. **Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested, *shall not* exceed the statutory state rate fees. Pool/Roster for "License Professional Counselor(s) will be on an "As Needed Basis" per juvenile, parent, group, family group.**	0-20	
Comments/Rationale For Points:		
4) **EXPERIENCE/ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (*30 points maximum)***		
The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc., in other "Juvenile Probation Counseling Services".	0-30	
Comments/Rationale For Points:		
TOTAL SCORE		

Provider: _____

Evaluator: _____ Date: _____

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

THIS CONTRACT is made and entered into this _____day of _____, 2014 by and between Hidalgo County, Texas, acting by and through the Judge Mario E. Ramirez, Jr. Juvenile Justice Center , a department of County of Hidalgo, Texas (hereinafter "Department"), _____("Company").

WHEREAS, Company responded to request for proposals for **"Licensed Professional Counselor(s)" (**the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFP Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Board Of Judges of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Hidalgo County acting by and through the Judge Mario E. Ramirez Jr. Juvenile Justice Center and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

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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 Judge Mario E. Ramirez Jr. Juvenile Justice Center or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____**, 2014** and ending _____**, 2015** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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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:

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If to County: **The County of Hidalgo**
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be 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, or (b) terminated by County without cause on thirty day's written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

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expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

Hidalgo County acting by and through the:
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:_____ **DATE:**_____
Hon. Mario E. Ramierz, Jr., 332nd District Court

BY:_____ **DATE:**_____
Israel "Buddy Silva, Jr.", Director and
Chief Juvenile Probation Officer

CONTRACTOR:

BY:_____ **DATE:**_____

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

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EXHIBIT “A”
RFP PACKET

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EXHIBIT “B” VENDOR’S PROPOSAL

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EXHIBIT “C” INSURANCE REQUIREMENTS

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

FW: Draft Service Contract for RFP-Licensed Professional Counselor(s)

From : Stephen L. Crain <scrain@atlashall.com> Wed, Jul 09, 2014 12:02 PM
Subject : FW: Draft Service Contract for RFP-Licensed Professional Counselor(s) 1 attachment
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The agreement is fine.

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Wednesday, July 09, 2014 11:38 AM
To: 'Steve Crain'
Subject: FW: Draft Service Contract for RFP-Licensed Professional Counselor(s)

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, July 09, 2014 10:42 AM
To: Marynel Trevino
Cc: Elena Gaitan
Subject: Re: Draft Service Contract for RFP-Licensed Professional Counselor(s)

Marynell:
Here's the revised agreement for Mr. Crain's review as to form, with the inclusion of the "entire agrement clause" as requested by Mr. Crain.....I thank you for your help; I couldn't figure out what Mr. Crain meant and that's because we deal with these contracts on daily basis. OMG.....I'm embarrased now for asking what he meant....nonetheless, I thank you for your assistance.

Vangie

From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, July 9, 2014 9:57:00 AM
Subject: FW: Draft Service Contract for RFP-Licensed Professional Counselor(s)

Good morning Vangie:
As per Mr. Crain, add the entire agreement clause. If you have any questions, please call our office.

AI-45631 **Purchasing Department 11. K.**

CC CONSENT

Meeting Date: 07/29/2014

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

Department: PURCHASING DEPT.

Information

CAPTION

Requesting the approval and authorization to reject bids received for Hidalgo County project titled "Pickup of Used Oil-Filters and Anti-Freeze"- No.: 2014-119-07-16-SGS and to re-advertise project.

BACKGROUND

This is a "revenue" generating project. As such, the sole bid received is coming in lower than what we currently receive for item. It is hoped that more participation will result, at the very minimum, the same amount of current contract if not more.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/23/2014 08:38 AM
Budget & Management	Debbie Tamez	07/23/2014 04:37 PM
Glinda Pacheco	Glinda Pacheco	07/24/2014 03:07 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Sandy Suarez Started On: 07/22/2014 08:58 AM

Final Approval Date: 07/25/2014

AI-45534 **Purchasing Department 11. L.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Gabriel Navarro,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

The Health Department is formally requesting the removal of County Asset Tag no. 46216 from their inventory list due to theft of item.

BACKGROUND

Theft occurred 2-18-2014 as stated in Sheriff's Office Incident Report # 14-06839 (attached).

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Asset Current Value $243.00

Attachments

Report

Depr. Report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/18/2014 09:31 AM
Budget & Management	Debbie Tamez	07/18/2014 10:13 AM
Manuel Chapa	Manuel Chapa	07/18/2014 01:08 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Gabriel Navarro Started On: 07/16/2014 09:30 AM

Final Approval Date: 07/25/2014

Hidalgo County Sheriff's Office

Deputy Report for Incident 14-06839

Asset. 46214

Nature: THEFT
Location: ES5EG

Address: 1304 S 25TH
EDINBURG TX 78539

Offense Codes: TFTA, CRMM
Received By: 4791 Rodriguez **How Received:** T **Agency:** HCSO
Responding Officers: 3870 Cantu, 4560 Gonzalez, 2188 Ramirez
Responsible Officer: 4560 Gonzalez **Disposition:** ACT 02/18/14
When Reported: 00:31:07 02/18/14 **Occurred Between:** 00:30:59 02/18/14 and 00:30:59 02/18/14

Assigned To: 3911 Sandell **Detail:** BURG **Date Assigned:** 02/18/14
Status: ASN **Status Date:** 02/18/14 **Due Date:** **/**/**

Complainant: S75126
Last: COUNTY **First:** HIDALGO **Mid:**
DOB: **/**/** **Dr Lic:** **Address:** 1304 S. 25TH
Race: **Sex:** M **Phone:** (956)383-0111 **City:** EDINBURG, TX 78539

Offense Codes

Reported: TPBD
THEFT,PROPERTY,BUILDING
Observed: TFTA THEFT >500<1500
Additional Offense: TFTA THEFT >500<1500
Additional Offense: CRMM CRIMINAL MISCHIEF
MISDEMEANOR

Circumstances

LT11 Government or Public Building

Responding Officers:	Unit :
3870 Cantu	ES45D
4560 Gonzalez	ES37
2188 Ramirez	ES94D

Responsible Officer: 4560 Gonzalez
Received By: 4791 Rodriguez
How Received: T Telephone
When Reported: 00:31:07 02/18/14
Judicial Status: RCID
Misc Entry:

Agency: HCSO
Last Radio Log: 02:32:50 02/18/14 CMPLT
Clearance: RBS Reviewed By Supervisor
Disposition: ACT **Date:** 02/18/14
Occurred between: 00:30:59 02/18/14
and: 00:30:59 02/18/14

THE COUNTY OF HIDALGO TEXAS

A True Copy I Certify
Guadalupe "Lupe" Trevino
Sheriff, Hidalgo County
By _____ Emp #: 4525

Modus Operandi:	**Description :**	**Method :**
23990003	THEFT PROP>=$500<$1,500	31.03(e)(3)
Objective	Criminal Objective	Property Destruction

Involvements

Date	Type	Description	
02/18/14	Name	COUNTY, HIDALGO	Complainant
02/18/14	Name	COUNTY, HIDALGO	VICTIM
02/18/14	Name	HINOJOSA, RIGOBERTO	COMPLAINANT
02/18/14	Cad Call	00:31:07 02/18/14 THEFT	Initiating Call
02/18/14	Property	BLK Trailer CARRY-ON TAILER 7X12WGATV 1349	STOLEN PROPERTY
02/18/14	Property	BRO Chain unknown unknown 10	INVOLVED

Property

Property Number: 58112
Item: Trailer
Owner Applied Nmbr:

Brand: CARRY-ON TAILER
Year: 2005
Meas:
Model: 7X12WGATV
Quantity: 1
Serial Nmbr: 4YMUL12126T 032182
Color: BLK

Total Value: $1,349.00
Owner: COUNTY HIDALGO S75126
Agency: HCSO Hidalgo County Sheriff Office
Accum Amt Recov: $0.00
UCR: OTH Other
Local Status: III
Crime Lab Number:
Date Released: **/**/**
Released By:
Released To:
Reason:
Comments: Texas exempt license plats 920-854
Tag Number:
Officer: 4560 Gonzalez
UCR Status: SNR
Storage Location:
Status Date: 02/18/14
Date Recov/Rcvd: **/**/**
Amt Recovered: $0.00
Custody: **:**:** **/**/**

Property Number: 58113
Item: Chain
Owner Applied Nmbr:

Brand: unknown
Year: 0
Meas:
Model: unknown
Quantity: 1
Serial Nmbr: unkown
Color: BRO

Total Value: $10.00
Owner: COUNTY HIDALGO S75126
Agency: HCSO Hidalgo County Sheriff Office
Accum Amt Recov: $0.00
UCR: OTH Other
Local Status: III
Crime Lab Number:
Date Released: **/**/**
Released By:
Released To:
Reason:
Comments:
Tag Number:
Officer: 4560 Gonzalez
UCR Status: SNR
Storage Location:
Status Date: **/**/**
Date Recov/Rcvd: **/**/**
Amt Recovered: $0.00
Custody: **:**:** **/**/**

Name Involvements:

VICTIM : S75126
Last: COUNTY **First:** HIDALGO **Mid:**
DOB: **/**/** **Dr Lic:** **Address:** 1304 S. 25TH
Race: **Sex:** M **Phone:** (956)383-0111 **City:** EDINBURG, TX 78539

COMPLAINANT : S75127
Last: HINOJOSA **First:** RIGOBERTO **Mid:**
DOB: 06/30/69 **Dr Lic:** 13518138 **Address:** 1901 WEST TEXAS
Race: L **Sex:** M **Phone:** (956)383-0111 **City:** SAN JUAN, TX 78589

Narrative

On Tuesday February 18, 2013 I Deputy D. Gonzalez 4560 was dispatched to the Hidalgo County Health Department north of Freddy Gonzalez Dr. on the northbound U.S. 281 frontage in reference to a theft.

Actions/Observations I,
- arrived at location and made contact with Edinburg P.D. Officer Salazar #73.
- was advised by Officer Salazar that a concerned citizen had called them in reference to the back gate to the county building being open.(agency case no 14-07848)
- observed chain link to be on the ground appearing to be cut.
- observed tire marks and possibly where the trailer scraped the road leaving the compound on to the road and head towards Freddy Gonzalez.
- inspected all vehicles/trailers and found none vandalized.
- searched nearby buildings and did not find any with security cameras.
- advised Sgt. Ramirez of situation who advised he notified CID Supervisor but without any suspect information or leads they would follow up first thing in the morning.
- made contact with director Rigoberto Hinojosa who inspected property and advised there is a trailer missing.
- was provided with information on a black single axel 7x12 Ft. utility trailer that was missing.
- was advised that the trailers license plates were 920-854 and valued at $1,349.
- he advised that if it still has the county property tag it will be by the tongue of the trailer.
- provided business card with case number.
- made contact with dispatch and entered said trailer.
- was provided with NIC# V826615690
- resumed patrol.

_____

Responsible LEO:

_____

Approved by:

_____

Date

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: Gabriel Navarro
Requested By: Health Department
Date: 7-15-2014

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
46216	2006 (7X12) TSC - Utility Trailer	$1,349.98	10/10/2006	2006	2014	10	8	$135.00	$1,214.98	$121.50	$971.99	$243.00
												$0.00
		$1,349.98						**$135.00**	**$1,214.98**		**$971.99**	**$243.00**

Historical Cost - Residual Value = **$1,214.98**

AI-45547 **Purchasing Department 11. M.**

CC CONSENT

Meeting Date: 07/29/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add (3) fuel card(s) for:

1. Constables Pct No. 4- Fuel Cards (3)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-294-001-0-626

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

BUDGETARY IMPACT:

Funds available as of 7/18/14.

Attachments

constable pct No. 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	07/16/2014 02:27 PM
Budget & Management	Debbie Tamez	07/16/2014 04:20 PM
Auditor's Office	Monica Badillo	07/25/2014 05:21 PM

Form Started By: Nielda Cavazos Started On: 07/16/2014 02:21 PM

Final Approval Date: 07/25/2014

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Constable Precinct 4
Billing Address:	2814 S. Business Highway 281; Edinburg, Texas 78539
Fuel Card Manager:	Nayla Muñoz
	This person can not have use of the fuel card
Phone Number:	(956) 383-8560 **County Email:** nayla.munoz@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	4-1100-421-00-294-001-0-626
Requested By:	Horaldo Sanchez **Horaldo Sanchez**, *Chief Deputy*
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: Date Returned/Cancelled:

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
CRT-AWD	2007 GMC Sierra Truck	1GTEC14J07Z540086	61930	
118-2729	2011 Ford Crown Victoria	2FABP7BV4BX117600	61922	
118-2728	2011 Ford Crown Victoria	2FABP7BV4BX116358	61923	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**

Form F.1.1 Revised: ***Attach separate list if additional users are required***