AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 9, 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 Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-46378** Proclamation Declaring September 15-21, 2014 Texas Valley Communities Foundation Week.

B. **AI-46350** Presentation by Andrew Cannon of Hidalgo County MPO on Texas Transportation Funding

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

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI-46259** Discussion, consideration and action on request by Tax Assessor/Collector to modify office space at Mission Building location to add additional teller/cashier stations for Auto License Department

D. **AI-46278** Approval to accept settlement checks from Endeavor General Agency in the amount of $9,197.06 and $237.50 to settle auto accident with County vehicle. (Sheriff Office)

E. **AI-46373** Presentation and acceptance of Audit Reports submitted by the Emergency Services District No. 1 and Emergency Services District No. 3 for year ended 12/31/13

F. **AI-46317** Texas AgriLife Extension Service:
Requesting approval to appoint a new Family Resources Agent, Joanne Ureste and a new 4-H & Youth Development Agent, Jose C. Gutierrez. Agents will commence employment as follows:

Name of Candidate	Agency/Employer	Date of Employment
Jose C. Gutierrez	Texas A&M AgriLife Extension Service (under a one month training program)	September 15, 2014
	Hidalgo County Extension Services Office	October 15, 2014
Joanne Ureste	Texas A&M AgriLife Extension Service (under a one month training program)	September 23, 2014
	Hidalgo County Extension Services Office	October 23, 2014

G. **AI-46337** Right of Way:
Approval of pipeline permit for Wynn Crosby - Propose to open cut road approximately 1/4 mile north of Mile 5 Road on Iowa Rd.

8. **Constables:**

A. **AI-46219** Constable Pct. 3 - LBSP (1284):
1. Authorization and approval to accept additional funding of $30,000.00 for the Local Border Security Program FY 2014 (LBSP-14) Grant Award No: LBSP-14-0030.
2. Authorization and approval to accept an extension for the Local Border Security Program FY14 (LBSP-14) (New termination date is 02/28/15).
3. Authorization for County Judge, as authorized official, to sign grant award form

and related documents.
4. Authorization to pay overtime reimbursable under the grant terms and conditions.
5. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY 2014 (LBSP-14).
6. Approval to appropriate funds for LBSP-14 in the amount of $30,000.00.

9. County Auditor - Ray Eufracio:

A. AI-46388 Presentation and Acceptance of Independent Audit Report for the year ended December 31, 2013.

10. District Attorney's Office - Roy Cazares:

A. AI-46237 Border Prosecution Initiative/BPU (1281):
Approval to continue the payment of salaries for two (2) Assistant District Attorneys currently being paid by the Border Prosecution Unit grant pending the award of the 2014-2015 grant.

B. AI-46358 Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
Rene Guerra	$3,091.50	Lodging	Reimbursement for hotel expense for 10 rooms for prosecutors that will attend the Criminal and Civil Law Update starting September 17, 2014 - September 19, 2014. Hotel will be The Pearl South Padre.

C. AI-46357 Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	**Amount**	**Item**	**Purpose of Expense**
TDCAA	$350.00	Registration	Criminal and Civil Law Update Seminare - 09/16/2014 - 09/19/2014 - South Padre Island
Rene Guerra	$86.24	Mileage	Travel from Edinburg to South Padre Island and back to Edinburg
Rene Guerra	$309.15	Lodging	Hotel stay at The Pearl South
Rene Guerra	$147.00	Meals	Meals

11. Sheriff's Office:

A. **AI-46312** Local Border Security Program FY 14 (1284):
Authorization and approval to accept an extension for the Local Border Security Program FY 14 (LBSP-14) (New termination date is 2/28/15).

12. **Tax Office - Paul Villarreal:**

A. **AI-46147** Approval of reimbursement in the amount of $25.01 to Cesar Solis (Fraud Investigator) for fuel purchase with personal credit card due to county credit card not working properly with authority for County Treasurer to issue payment after review and auditing procedures are completed.

13. **Health & Human Services Department - Eddie Olivarez**

A. **AI-46128** Presentation of HidalGO FIT Total Knockout Precinct Challenge Winner

B. **AI-46186** Presentation of the completion of Hidalgo County Walk Across Texas 7 Team Challenge (July 1, 2014 - August 25, 2014)

C. **AI-46221** 1. Discussion and approval for Hidalgo County Health & Human Services to enter into a Participation Agreement with Rio One Health Network a 501 (c) (4) nonprofit social welfare organization.

2. Discussion and approval for Hidalgo County Health and Human Services to enter into a Data Use and Reciprocal Support Agreement (DURSA) with Rio One Health Network a 501 (c) (4) nonprofit social welfare organization.

D. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

E. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

14. **IT Department - Renan Ramirez**

A. **AI-46367** COMM. PCT. 2

Authorization and approval for new data card activation and change wireless cell phone service plans through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:	MDN:
Service Plan Change	Abel Sanchez 194395	America's Choice II 400 Share Unlimited @ $29.99 + $5.00 taxes/fees = $34.99/month	956-310-1517

Service Plan Change	Ricardo Cuellar 083909	America's Choice II 1000 Share Unlimited @ $54.99 + $5.00 taxes/fees = $59.99/month	956-369-0823
Service Plan Change	Office Use	America's Choice II 400 Share Unlimited @ $29.99 + $5.00 taxes/fees = $34.99/month	956-578-1589
Service Plan Change	Office Use	America's Choice II 400 Share Unlimited @ $29.99 + $5.00 taxes/fees = $34.99/month	956-310-8379
New Activation	Jaime Salinas 126365	4G Mobile Broadband Unlimited @ $37.99/month	new mdn

B. **AI-46375** Pct. 2 Various Funds:
Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor	**Invoice No.**	**Invoice Date**	**Account No.**	**Amount**
Co. Wide Shop				
Verizon Wireless	9725833636	05/23/14	4-1200-431-00-122-004-0-532	$64.05
Verizon Wireless	9725833636	05/23/14	4-1200-431-00-122-004-0-532	$10.39
Verizon Wireless	9727538649	06/23/14	4-1200-431-00-122-004-0-532	$64.05
Verizon Wireless	9727538649	06/23/14	4-1200-431-00-122-004-0-532	$10.39
Verizon Wireless	9729254221	07/23/14	4-1200-431-00-122-004-0-532	$64.01
Verizon Wireless	9729254221	07/23/14	4-1200-431-00-122-004-0-532	$10.38
Total				**$223.27**
Administration				
Verizon Wireless	9725833626	05/23/14	4-1200-431-00-122-005-0-532	$44.13
Verizon Wireless	9725833626	05/23/14	4-1200-431-00-122-005-0-532	$64.91
Verizon Wireless	9727538639	06/23/14	4-1200-431-00-122-005-0-532	$44.13
Verizon Wireless	9727538639	06/23/14	4-1200-431-00-122-005-0-532	$66.33

Verizon Wireless	9729254211	07/23/14	4-1200-431-00-122-005-0-532	$44.10
Verizon Wireless	9729254211	07/23/14	4-1200-431-00-122-005-0-532	$65.51
Verizon Wireless	9730954046	08/23/14	4-1200-431-00-122-005-0-532	$44.10
Verizon Wireless	9730954046	08/23/14	4-1200-431-00-122-005-0-532	$65.75
Total				**438.96**

C. **AI-46185** WIC:
Authorization and approval to continue data service and change wireless cell phone service plan through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:	MDN:
Service Plan Change	Office Use	America's Choice II 400 Share Unl. @ $29.99 + $5.00 taxes/fees = $34.99/mo	956-907-4743
Service Plan Change	Office Use	America's Choice II 400 Share Unl. @ $29.99 + $5.00 taxes/fees = $34.99/mo	956-578-5972
Service Plan Change	Office Use	Nationwide Talk Unlimited Anytime Minutes @ $53.89 + $5.00 taxes/fees = $58.89/mo	956-720-1796
Service Plan Change	Office Use	Nationwide Talk Unlimited Anytime Minutes @ $53.89 + $5.00 taxes/fees = $58.89/mo	956-279-7850
Continue Service Plan	Office Use	4G Mobile Broadband Unlimited @ $37.99/mo	956-929-1042

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

A. **AI-46384** The Urban County Program (UCP) is requesting consideration and approval to adopt a **Citizen Complaint Procedure**. The following grants must comply with this document: Emergency Solution Grant Program, HOME Program, Texas Department of Agriculture, Community Development Block Grant, General Land Office, and the Texas Department of Rural Affairs.

B. **AI-46288** The Urban County Program, on behalf of the Precinct No. 3, is requesting approval of a best and final negotiated contract for surveying services with CVQ Land Surveyors LLC, in the amount of $27,000.00 utilizing Texas General Land Office (GLO) funds for drainage improvements.

C. **AI-46291** 1. The Hidalgo County Urban County Program is requesting approval to apply for a "Discharge Permit" from the Hidalgo and Cameron Counties Irrigation District No. 9 and pay the permit fee in the amount of $250.00 utilizing the Texas General Land Office (GLO) funds for drainage improvements.

2. Approval to authorize Diana Serna, Director for the Hidalgo County Urban County Program to sign the Hidalgo and Cameron Counties Irrigation District No. 9 "application for discharge permit".

D. **AI-46275** The Urban County Program is requesting approval of a best and final negotiated contract for the Professional Appraisal **Review Services** with **HLH Appraisal Services** in the amount of $450.00 for each appraisal review report of each parcel (8 parcels) utilizing the Texas General Land Office (GLO) Round 2.1 funds for the**Penitas Drain project** located within Precinct No. 3.

E. **AI-46099** Urban County Program, on behalf of Precinct No.1 is requesting consideration and action to award and enter into a construction contract with Saenz Brothers Construction, LLC (lowest responsible bidder meeting all specifications and Section 3 federal regulations under 24 CFR Part 135) for the Texas General Land Office (GLO Contract No. 12-406-000-6453/DRS210068) Round 2.1 in the amount of $218,163.00. The project consists of flood & drainage improvements within Precinct No.1 for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements Puesta del Sol and Mesquite Acres Subdivisions.

F. **AI-46056** Urban County Program, on behalf of Precinct No.1 is requesting consideration and action to award and enter into a construction contract with Vanguard Engineering, LLC (lowest responsible bidder meeting all specifications and Section 3 federal regulations under 24 CFR Part 135) for the Texas General Land Office Round 2.1 (GLO Contract No. 12-406-000-6453/DRS210068) in the amount of $280,877.50. The project consists of flood & drainage improvements within Precinct No.1, Hidalgo County for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements for Olivarez #4, Olivarez #10, and Sunrise Subdivision.

G. **AI-46244** Urban County Program is requesting approval of Amendment No. 2 to the existing material & Geotechnical testing services contract with Raba Kistner Consultants. The amendment will provide additional laboratory testing services to the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 2 South Fork Drain Project. The amendment will **increase** the professional service contract amount from $60,591.48 to $63,476.98 for a total **increase** of **$2,885.50.**

H. **AI-46204** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

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

Professional Service Firm	Grade	Ranked
International Consulting Engineers	97.33%	
Melden & Hunt, Inc.	92%	
Quintanilla, Headley & Associates, Inc.	91.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for a Urban County Program Year 26 (2013) City of Elsa– Park, Recreational Facility project.

I. **AI-46194** The Urban County Program on behalf of the City of La Villa is requesting approval and award of best and final negotiated contract with Dannenbaum Engineering Company – McAllen LLC in the amount of $57,500.00 utilizing FYs' 16, 18, 23, 24,25 & 26 (2003, 2005, 2010, 2011, 2012 & 2013) La Villa – Water/Sewer Improvements funds.

J. **AI-46161** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional architectural services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) architectural firms from the County's approved "pool" as graded and evaluated by the City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 15 & 22 thru 26 (2002 & 2009-2013) Peñitas Parks, Recreational Facility Improvement funds.

Professional Service Firm	Grade	Ranked
Alcocer Garcia Associates, Inc.	97.33 %	
ROFA Architects	88.33%	
Mata-Garcia Architects, LLP	83.66%	

3. Authority to negotiate a professional architectural service contract with the No. 1 ranked firm of _____ for the provision of architectural services for an Urban County Program Years 15 & 22 thru 26 (2002 & 2009-2013) Peñitas Parks Recreational Facility Improvements project.

K. **AI-46114** Urban County Program on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Texas Cordia Construction, LLC for the Street Improvements (Old La Blanca Road) project with a total contract amount of $315,000.00. Utilizing UCP – Precinct No. 1 Street Improvement funds FYs' 23, 25, 26 & 27 (2010, 2012, 2013 & 2014).

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

A. **AI-46300** 1. Appointment of the Early Voting Ballot Board for the November 4, 2014 General and Special State Constitutional Amendment Elections.
2. Appointment of the Central Counting Station for the November 4, 2014 General and Special State Constitutional Amendment Elections.

B. **AI-46144** Approval of Full Contract for Election Services between Hidalgo County and the City of Donna for their election to be held on November 4, 2014.

C. **AI-46242** Approval of Full Contract for Election Services between Hidalgo County and the South Texas Independent School District for their election to be held on November 4, 2014.

D. **AI-46182** Approval of Full Contract for Election Services between Hidalgo County and the Monte Alto Independent School District for their special tax ratification election to be held on September 13, 2014.

E. **AI-46241** Discussion, consideration and approval of Early Voting Mobile Sites for the November 4, 2014 General Election.

F. **AI-46183** Approval of Full Contract for Election Services between Hidalgo County and the Monte Alto Independent School District for their election to be held on November 4, 2014.

G. **AI-46180** Approval of Full Contract for Election Services between Hidalgo County and the Edcouch-Elsa Independent School District for their election to be held on November 4, 2014.

H. **AI-46179** Approval of Full Contract for Election Services between Hidalgo County and the Edinburg Consolidated Independent School District for their election to be held on November 4, 2014.

I. **AI-46153** Approval of Full Contract for Election Services between Hidalgo County and the City of Edcouch for their election to be held on November 4, 2014.

J. **AI-46154** Approval of Full Contract for Election Services between Hidalgo County and the City of Pharr for their election to be held on November 4, 2014.

K. **AI-46177** Approval of Full Contract for Election Services between Hidalgo County and the Valley View Independent School District for their election to be held on November 4, 2014.

L. **AI-46155** Approval of Full Contract for Election Services between Hidalgo County and the Weslaco Independent School District for their election to be held on November 4, 2014.

M. **AI-46178** Approval of Full Contract for Election Services between Hidalgo County and the Mercedes Independent School District for their election to be held on November 4, 2014.

17. **Precinct #2 - Comm. H. Palacios:**

A. **AI-46248** 1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of land, also referred to as LJ Ponds to Hidalgo County Drainage District No. 1
2. Approval of 2014 appropriation of funds into Precinct 2 Rd Maint in the amount of $707,752.65. C. Approval of 2014 appropriation of funds into SOA-Pct 2 Tower(Moore-Balli)in the amount of $330,688.46.

18. **Precinct #3 - Comm. Flores:**

A. **AI-46174** Discussion and approval of Interlocal Agreement between Hidalgo County and The City of Sullivan City.

B. **AI-46181** 1. Approval of Certification of Revenues as certified by the County Auditor for revenues received by City of Palmhurst for road improvement for overlay streets located in James Allen Subd.

2. Approval of 2014 appropriation of funds into Precinct #3 Rd. Maint. in the amount of $33,525.00 to fund road improvement for overlay streets located in James Allen Subd.

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

A. **AI-46306** Approval of Resolution Urging the University of Texas System to Preserve Local School Spirit and Regional History by Retaining the Bronc as the New University of Texas Rio Grande Valley Mascot

20. **HIDTA - Task Force - Dora Munoz:**

A. **AI-46210** HIDTA- TASK FORCE (1291):
1. Approval to accept Award No. G12SS0002A- Modification 2 between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy - Hidalgo Task Force Grant, decreasing the award amount by $15,632.00 for grant period 01/01/2012-12/31/2014.
2. Approval to unappropriate funds for the Hidalgo County HIDTA Task Force in the amount of $15,632.00.

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

A. **AI-46267** Public Hearing to discuss proposed 2014 Tax Rate.

B. **AI-46084** 1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2015 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.
2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.
3. Approval of appropriation of funds for the Texas VINE Program in the amount of $27,715.32.
4. Discussion, consideration and action to enter into a Service Agreement

Renewal between Appriss and Hidalgo County for the period of September 1, 2014 to August 31, 2015 in the amount of $27,715.32 and authorization for County Judge to sign the required documents.

C. **Budget Appropriations:**

1. AI-46307 General Fund (1100):
Approval of 2014 appropriation of new source General Fund revenues in the amount of $978,395.69 as previously certified by the Co. Auditor.

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. **Hidalgo County**

1. AI-45783 Requesting authority to advertise and approval of either one of the following procurement options:

A. A RFQ (Request for Qualifications) procurement packet (i.e. qualifications, specifications/requirements, scope of services, grading criteria/scoring sheets and legal notices) as attached hereto with applicable action on any modifications, additions, deletions or changes to any part/section/terms/conditions/exhibits of the final packet (if opted by CC) ; OR,

B. A RFP (Request for Proposals) procurement packet (i.e. qualifications, specifications/requirements, scope of services, grading criteria/scoring sheets and legal notices) as attached hereto with applicable action on any modifications, additions, deletions or changes to any part/section/terms/conditions/exhibits of the final packet;

for: "Engagement of a Law Firm for the collection of Delinquent (Ad Valorem/Tax Collections and Related Services" for Hidalgo County including the re-advertising of project in the event no responses are received and/or are rejected and project is still required.

2. **AI-46347** Requesting approval of Change Order No. 4 in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $22,672.00 from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates, with authority for County Judge to execute document.

B. Pct. 1

1. **AI-46266** Acceptance and approval of the processing of payment of Invoices with Frontera Materials inasmuch as HC was in the procurement process of a new bid/contract and the prior contract (C-13-012-04-09) had expired but services were necessary in order to continue precinct operations and project and thus avoid work stoppages:
Invoice #214-11373-$ 5,728.94
Invoice #214-11187-$ 4,072.30

Total amount: $ 9,801.24

2. **AI-46175** Acceptance and approval of a **"Professional Engineering Services"** agreement as reviewed and approved as to form by legal with **Millennium Engineers Group, Inc.** for provision of **"Geo-Technical Services (On Call On As Needed Basis)"** for projects located within Hidalgo County Precinct One with assigned **Contract #C-14-309-09-09**.

3. **AI-46122** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

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 appraisal services providers-Youth Village & Weslaco Health Clinic (Partial Property) located in Pct No.1;

Evaluator	Intrega Realty Resources	HLH Harvey L., Heerssen Appraisal	George J., Salazar Appraisal HAUS
Scores	71	73	75
Ranking			

C. Authority for the Purchasing Department to negotiate a professional appraisal services contract with the No. 1 ranked firm _____for professional appraisal services - Youth Village & Weslaco Health Clinic (Partial Property) located in Pct No. 1.

4. **AI-46199** Acceptance and approval of a **Professional Engineering Services Agreement** (On (On Call On As Needed Basis) as reviewed and approved as to form by legal with **LeFevre Environmental Management Consulting, LLC** for projects located within Precinct One with assigned **Contract #C-14-308-09-09**.

C. **Pct. 2**

1. **AI-46251** Requesting approval of a professional appraisal services agreement with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land-Sale and/or Exchange, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 2 (on an as needed basis) and as selected for negotiations by CC from the "POOL" of Appraisers by CC on 7/15/14.

2. **AI-46256** Acceptance and approval to execute an "On Call" professional engineering services contract with Millenium Engineers Group for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on CC 07/15/14.

3. **AI-46320** Approval of the following requisition listed for operating expenditures exceeding $25,000:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Heavy Equipment CO 2006 & 2009	262949	Holt Truck Center	$132,150.73	Purchase of One (1) Dump Truck

D. **Pct. 3**

1. **AI-46228** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 3 Projects (on an as needed basis).

TOTAL SCORES	L&G Engineering	Raba-Kistner, Inc.	Izaguirre Engineering
Evaluator 1	99	94	86
Average	99	94	86
RANKING			

c. Authority for the Purchasing Department to negotiate a professional appraisal services agreement with the No. 1 ranked firm of _____ for geo-technical and construction material testing services (on call as needed basis) Pct. 3.

E. **Pct. 4**

1. **AI-46274** a. Rescind action **(taken by CC 08/25/14-REG. AI-43131)** for approval of a professional engineering services agreement with **L&G ENGINEERING LABORATORY, LLC** d/b/a **L&G ENGINEERS, INC.** for the purposes of (on call) - "GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES" for projects located within HIDALGO COUNTY PRECINCT NO. 4;

   b. Requesting approval of a professional engineering services agreement with **L&G CONSULTING ENGINEERS, INC**. d/b/a **L&G ENGINEERING** for the purposes of **(on call)-"GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"** for projects located within **HIDALGO COUNTY PRECINCT NO. 4.**

2. **AI-46108** Presentation of vendor submitting the lowest and best bid received (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for the purpose of award and approval of contract for the project titled: Request for Bid-Hidalgo County Precinct 4- Pit Run Caliche Base" with project No. 2014-2014-17-08-20-SGS.

F. HIDTA

1. **AI-46283** A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(A); items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

   B. Approval of a "Sole Source Declaration" for Snap Trends Inc. for the provision of Authorized Access & Use of Web-based Social Media Monitoring Solution and other related, present and future services to be used by Hidalgo County HIDTA, Sheriff's Department, and all other County Agencies (all funding sources) with said declaration to remain in effect while access authorization is in place or until revoked by HCCC;

   C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase Authorized Access & Use of Web-based Social Media Monitoring Solution related services offered only from Snap Trends Inc. and to declare as a sole source herein.

G. WIC

1. **AI-46349** Requesting approval to exercise its option to terminate (under Paragraph 1.4-Termination) as stated in the current lease agreement with Aguilera Properties, LLC, for "Lease of Office Space-City of Las Milpas," by providing/forwarding a Sixty (60) Day written notice of termination as requested by WIC Program Director.

2. **AI-46345** A. Acceptance and approval of invoices from Verizon Wireless for cell phone bills from November 2013 through July 2014 in the amount of $1,831.85 for cell phones that were grandfathered into new plans but for which verification of pricing is not possible due to age of information but are receiving discounts under DIR pricing;

B. Authority to approve invoices from August and/or Sept. as yet not received with the same facts and circumstances detailed and described in item above (A) until the conversion of all said cell phone accounts under the DIR contract;

C. Ratification of the order and activation by WIC Program of a new fax line (956-994-9197) with acceptance and approval of invoices to be paid May 2014 through July 2014 from AT&T in the amount of $ 335.22 for said line with continued use of same.

D. Acceptance and approval of invoice #145188993 from Enterprise Rent-A-Car in the amount of $ 313.19

H. Sheriff's Office

1. **AI-46097** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

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 Construction Management Services for the"Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project," overseen by project engineer, Chanin Engineering;

	Broaddus & Associates	Izaguirre Engineering Group, LLC	Prodigy Construction Management
Evaluator 1	80	77	83
Evaluator 2	93	84	96
Evaluator 3	93	86	98
Evaluator 4	96	95	98
Evaluator 5	92	86	94
TOTAL AVERAGES	90.8	85.6	93.8
Ranking			

c. Authority for the Purchasing Department to negotiate a professional construction management services contract with the No. 1 ranked firm of _____ for the provision of professional construction management services for the Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project.

2. AI-46205 A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(4) and as also required by Texas Administrative Code-Title 37, Chapter 273, Rule 273.1;

B. Approval for Hidalgo County to enter into Single Patient Agreements with including, but not limited to, the following:

a. USRC Edinburg, LP
b. USRC Mid Valley Weslaco, LP

for hemodialysis treatments (for either already on-going before incarceration or as diagnosed and prescribed) ordered by HC contracted physicians for renal failure inmates using the fee schedules presented by each vendor with authority for Sheriff or Chief Deputy or Commander to sign said agreements on an "as needed basis".

I. County Clerk

1. AI-46318 Presentation with recommendation by Hon. Arturo Guajardo, Jr., HC-Clerk for Commissioners Court's consideration and appointment/designation of the listed names for a committee to evaluate/grade and score the proposals received for RFP No. 2014-286-09-03-YZV - Hidalgo County Clerk's Office "Record Management & Document Imaging Process" as detailed in the procurement packet:

Annette Muniz, HC-C, Chief Deputy
Noe Lopez, HC-C, Office Manager
Armando Perez, HC-C, Records Manager
Stephanie Palacios HC-DC, Executive Assistant
Renan Ramirez, HC-Chief Information Officer (CIO)

23. Closed Session:

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-46158 Civil Action No. 7:13-cv-00392; Christina Mejia Gutierrez v. Hidalgo County Sheriff's Office, et al

D. AI-46354 C-1418-12-G; Dora Herrera et. al vs. City of Pharr, Hidalgo County et. al

E. AI-46222 Claim of Daniel Silva, Sr., et al

F. AI-46224 Claim of AT&T

G. **AI-46226** Claim of Texas Department of Transportation

H. **AI-46285** Claim of Juan Chavez

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-46159** Civil Action No. 7:13-cv-00392; Christina Mejia Gutierrez v. Hidalgo County Sheriff's Office, et al

D. **AI-46355** C-1418-12-G; Dora Herrera et. al vs. City of Pharr, Hidalgo County et. al

E. **AI-46223** Claim of Daniel Silva, Sr., et al

F. **AI-46225** Claim of AT&T

G. **AI-46227** Claim of Texas Department of Transportation

H. **AI-46286** Claim of Juan Chavez

25. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

26. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

27. **Adjourn**

AI-46378 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation Declaring September 15-21, 2014 Texas Valley Communities Foundation Week.

BACKGROUND

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 02:45 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Erika Reyna Started On: 09/05/2014 01:13 PM

Final Approval Date: 09/05/2014

PROCLAMATION DECLARING SEPTEMBER 15-21, 2014
TEXAS VALLEY COMMUNITIES FOUNDATION WEEK

WHEREAS, the Texas Valley Communities Foundation is a non-profit, tax exempt organization created to support and assist school districts and other educational institutions in South Texas seeking to develop and implement effective student college readiness and parental outreach programs; and,

WHEREAS, through its efforts, and with the help from grants from the Bill & Melinda Gates Foundation, the Ford Motor Company, State Farm, Meadows Foundation, AT&T, Boeing, Wells Fargo Bank, the Houston Endowment and the Texas Workforce Commission, the Texas Valley Communities Foundation has created the Engaging Communities for College Readiness (ENCORE) program; and,

WHEREAS, the Texas Valley Communities Foundation has developed and implemented exemplary programs to assist the South Texas educational community including: the Harvard University – Texas Graduate Center, the Medical Innovation and Technology Center (MEDITEC), the Parent Academy for Success of Schools (PASOS), and the Girls Engaged in Mathematics (GEMS); and,

WHEREAS, the Founder and President of the Texas Valley Communities Foundation, Dr. Roland S. Arriola, was recognized recently by President Barack Obama at a White House ceremony as one of the ten leading Champions of Change in America for his efforts to assist rural community educational institutions in the development of exemplary programs;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim the week of September 15-21, 2014 as Texas Valley Communities Foundation WEEK in Hidalgo County.

Approved this 9th day of September 2014.

RAMON GARCIA
County Judge

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

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-46350 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by Andrew Cannon of Hidalgo County MPO on Texas Transportation Funding

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 09:12 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: SANDRA DELEON Started On: 09/04/2014 04:32 PM

Final Approval Date: 09/05/2014

AI-46259 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on request by Tax Assessor/Collector to modify office space at Mission Building location to add additional teller/cashier stations for Auto License Department

BACKGROUND

Work will be done by Facilities Management.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-15-140-004-0-671

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

BUDGETARY IMPACT:

Funds available as of 9/5/2014.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 11:13 AM
Obdett Calzada	Obdett Calzada	09/05/2014 02:14 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Monica Badillo Started On: 08/29/2014

Final Approval Date: 09/05/2014

AI-46278 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement checks from Endeavor General Agency in the amount of $9,197.06 and $237.50 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 05/22/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

Endeavor Settlement Checks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 04:09 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Aida Alvarez Started On: 09/02/2014 02:44 PM

Final Approval Date: 09/05/2014

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

68810

CHECK NUMBER: 68810
DATE ISSUED: August 26, 2014
ISSUING CODE: C
AMOUNT: $9,197.06
REASON: Property Damage Liability
ADJUSTER: CHRIS WRIGHT
CLAIM NUMBER: 2014-TXE07296-E
DATE OF LOSS: 05/22/2014
INSURED: FIDELINA ANGEL HERNANI
CLAIMANT: HIDALGO COUNTY SHERIF

HIDALGO COUNTY SHERIFF
711 EL CIBOLO RD
EDINBURG, TX 78542

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

68810

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

JPMORGAN CHASE BANK, N.A.
DALLAS, TEXAS
32-61/1110

DATE: August 26, 2014
AMOUNT: $9,197.06

NINE THOUSAND ONE HUNDRED NINETY-SEVEN AND 06/100 DOLLARS

PAY TO THE ORDER OF
HIDALGO COUNTY SHERIFF
711 EL CIBOLO RD
EDINBURG, TX 78542

VOID AFTER 90 DAYS

PDFTL PAYMENT FOR '10 CROWN VICTORIA VIN# 2161

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈068810⑈ ⑆111000614⑆ 638477117⑈

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

68810

CHECK:
HIDALGO COUNTY SHERIFF
711 EL CIBOLO RD
EDINBURG, TX 78542

CHECK NUMBER: 68810
DATE ISSUED: August 26, 2014
ISSUING CODE: C
AMOUNT: $9,197.06
REASON: Property Damage Liability
ADJUSTER: CHRIS WRIGHT
CLAIM NUMBER: 2014-TXE07296-E
DATE OF LOSS: 05/22/2014
INSURED: FIDELINA ANGEL HERNANI
CLAIMANT: HIDALGO COUNTY SHERIF

Zimbra **lauro.torres@co.hidalgo.tx.us**

CLAIM# 2014-TXE07296

From : Chris Wright <cwright@endeavorga.com> Thu, Jun 26, 2014 09:14 AM
Subject : CLAIM# 2014-TXE07296 1 attachment
To : LAURO TORRES <LAURO.TORRES@CO.HIDALGO.TX.US>

External images are not displayed. Display images below

Thanks Lauro,

Company Retain Values
Actual Cash Value: $8,625.00
Tax: 6.25% $539.06
Title Fee: $33.00
Total: $9,197.06
Owner Retain Values
Actual Cash Value: $8,625.00
(-)Salvage Value: $1,979.04
Total: $6,645.96

A Personable Company

Chris Wright
Claims Adjuster
Endeavor General Agency LLC.
P.O. Box 139
Fate, TX 75132-0139
P: (972) 772-1820 Ext. 7050
F: (469) 402-0961 Fax
www.EndeavorGA.com
This electronic message contains information from the offices of Endeavor General Agency, LLC and its subsidiaries that may be privileged and confidential. The information is intended for the use of the addressee(s) only. If you are not an addressee, note that any disclosure, copying, distribution, or use of the contents of this e-mail is prohibited. If you have received this e-mail in error, please contact the Sender at (972) 772-1820.
(TX Lic. #17102)

2014-TXE07296 CV EVAL.pdf
33 KB

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

68705

CHECK NUMBER: 68705
DATE ISSUED: August 22, 2014
ISSUING CODE: C
AMOUNT: $237.50
REASON: Property Damage Liability
ADJUSTER: CHRIS WRIGHT
CLAIM NUMBER: 2014-TXE07296-E
DATE OF LOSS: 05/22/2014
INSURED: FIDELINA ANGEL HERNANI
CLAIMANT: HIDALGO COUNTY SHERIF

County of Hidalgo Executive Office
2818 S BUSINESS HWY 281
ADMIN BLDG-LAURO TORRES
EDINBURG, TX 78539

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

68705

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

JPMORGAN CHASE BANK, N.A.
DALLAS, TEXAS

32-61/1110

VOID VOID VOID

TWO HUNDRED THIRTY-SEVEN AND 50/100 DOLLARS

DATE: August 22, 2014
AMOUNT: $237.50

PAY TO THE ORDER OF
County of Hidalgo Executive Office
2818 S BUSINESS HWY 281
ADMIN BLDG-LAURO TORRES
EDINBURG, TX 78539

VOID AFTER 90 DAYS

RE-IMBURSEMENT FOR REMOVAL OF POLICE EQUIPMENT

SECURITY FEATURES INCLUDED, DETAILS ON BACK

⑈068705⑈ ⑆111000614⑆ 638477117⑈

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

68705

CHECK:
County of Hidalgo Executive Office
2818 S BUSINESS HWY 281
ADMIN BLDG-LAURO TORRES
EDINBURG, TX 78539

CHECK NUMBER: 68705
DATE ISSUED: August 22, 2014
ISSUING CODE: C
AMOUNT: $237.50
REASON: Property Damage Liability
ADJUSTER: CHRIS WRIGHT
CLAIM NUMBER: 2014-TXE07296-E
DATE OF LOSS: 05/22/2014
INSURED: FIDELINA ANGEL HERNANI
CLAIMANT: HIDALGO COUNTY SHERIF

RECEIVED
AUG 27 2014

SOUTH TEXAS COMMUNICATIONS

P. O. BOX 3712 • McALLEN, TEXAS 78502-3712

McALLEN PHONE: 956-687-8591
SAN BENITO PHONE: 956-399-8562
BROWNSVILLE PHONE: 956-544-4553

MOTOROLA 2-WAY RADIO AUTHORIZED DEALER

INVOICE

INVOICE NUMBER: 56678

INVOICE DATE: Jul 23, 2014

SOLD TO:

HIDALGO-CO. OF-SHERIFF OFC
P.O. BOX 1228
EDINBURG, TX 78540-

Ship To:
JOB TICKET#080291
UNIT#554
VIN#142161/LIC#1159679
SN#858CPM0473
WO#3843

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS
MHIDSH2T	702806	Net Due

SALES REP ID	SHIPPING METHOD	SHIP DATE	DUE DATE
318	UPS Ground		7/23/14

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	L.R.R.RM	REMOVE RADIO - REAR MOUNT	21.50	21.50
1.00	L.R.CC	REMOVE CENTER CONSOLE	15.00	15.00
1.00	L.R.WW	REMOVE WIG-WAG FLASHER	10.00	10.00
6.00	L.R.SH.HAW	REMOVE STROBE HEAD- HIDE-A-WAY	10.00	60.00
1.00	L.R.A	REMOVE ANTENNA	7.00	7.00
1.00	L.R.SS	REMOVE SIREN SPEAKER	12.00	12.00
1.00	L.R.FC	REMOVE FLASHLIGHT CHARGER	9.00	9.00
1.00	L.R.LSGR	REMOVE LOCKING SHOTGUN RACK	18.00	18.00
1.00	L.R.LB	REMOVE LIGHTBAR - INTERNAL	15.00	15.00
1.00	L.R.LM	REMOVE LAPTOP MOUNT	15.00	15.00
1.00	L.S.B	REMOVE MODEM	10.00	10.00
1.00	L.R.K9K	REMOVE K9 KENNEL	10.00	10.00
1.00	L.S.B	REMOVE WINDOW GUARD	10.00	10.00
1.00	L.S.B	REMOVE CHARGE GUARD	10.00	10.00
1.00	L.S.B	REMOVE MOBILE VIDEO RECORDER	15.00	15.00

P.O. #: 0016433

Invoice Received By: [illegible] on: 8-4-14

Good/Services Received By: T. Cokerson on: 7-24-14

4-1100-421-00-280-001-0-432

Terry
NAME (PLEASE PRINT)

SIGNATURE

7-24-14
DATE

Subtotal	237.50
Sales Tax	
Total Invoice Amoun	237.50
Payment/Credit Applied	
TOTAL	$237.50

AI-46373 **Comm. Court Executive Office 7. E.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation and acceptance of Audit Reports submitted by the Emergency Services District No. 1 and Emergency Services District No. 3 for year ended 12/31/13

BACKGROUND

Health and Safety Code Section 775.082(b) states that a district shall prepare and file, with the Commissioners Court of each county that contains any part of the district on or before June 1 of each year, an audit report of the district's fiscal accounts and records. Section 775.082(d) states the Commissioners Court, on application made to the Commissioners Court by the District, may extend up to an additional 30 days the deadline for filing the audit report.

Attachments

REPORT
REPORT

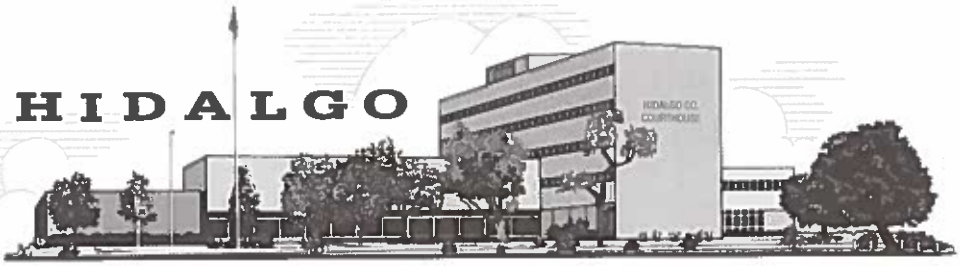
Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 01:30 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Monica Badillo Started On: 09/05/2014

Final Approval Date: 09/05/2014

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

RECEIVED
AUG 2 7 2014
COUNTY JUDGE

August 22, 2014

Honorable Ramon Garcia, County Judge
Hidalgo County Judge's Office
1615 S. Closner, Suite J
Edinburg, Texas 78539

Subject: Emergency Services District No. 1
Financial Report for the Year Ended December 31, 2013

Dear Judge Garcia:

Pursuant to Health and Safety Code §775.082(b), an emergency services district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records.

Attached please find 5 copies of the audited financial report for Emergency Services District No. 1 for the Year Ended December 31, 2013 for the Commissioners Court. Please prepare an agenda item on the next available Commissioners Court meeting for presentation and acceptance of the financial report.

If you have questions, please do not hesitate to call me at 318-2511 ext. 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

Enclosures (5)

cc: Yolanda Chapa, Chief Administrator
Hidalgo County Judge's Office
(w/o enclosures)

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

LAW OFFICE OF RICHARD S. TALBERT

612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578

RECEIVED BY
COUNTY AUDITOR

Fax (956) 968-0698

2014 AUG 22 PM 1 12

rstlaw@bizrgv.rr.com

File No. 8900

August 18, 2014

Mr. Raymundo Eufracio, CPA
Hidalgo County Auditor
2808 South Business Highway 281
Edinburg, TX 78539-6243

Re: Emergency Services District No. 1 (ESD-1) - 2013 Audit

Dear Mr. Eufracio:

Enclosed please find five (5) copies the 2013 Audit for Emergency Services District No. 1 which was accepted by the Board of Commissioners at their monthly meeting on July 21, 2014. In the past, ESD-1 has forwarded its Audit directly to the Hidalgo County Judge's office, however, as per last year's request from your office, the 2013 Audit is being forwarded directly to your office with the anticipation that your office will provide a copy to the County Judge's Office for delivery to the Commissioner's Court.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Richard S. Talbert

RICHARD S. TALBERT

RST/llt

Enclosures (as stated)

pc: Hon. Ramon Garcia
County Judge of Hidalgo County
P. O. Box 1356
Edinburg, TX 78540-1356
(w/o enclosures)

Hidalgo County Emergency Services District No. 1
P.O. Box 1010
Weslaco, TX 78599-1010

SCANNED
8-21-14

LAW OFFICE OF RICHARD S. TALBERT

612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578

Fax (956) 968-0698

rstlaw@bizrgv.rr.com

File No. 8900

RECEIVED
AUG 21 2014
COUNTY JUDGE

August 18, 2014

Mr. Raymundo Eufracio, CPA
Hidalgo County Auditor
2808 South Business Highway 281
Edinburg, TX 78539-6243

Re: Emergency Services District No. 1 (ESD-1) - 2013 Audit

Dear Mr. Eufracio:

Enclosed please find five (5) copies the 2013 Audit for Emergency Services District No. 1 which was accepted by the Board of Commissioners at their monthly meeting on July 21, 2014. In the past, ESD-1 has forwarded its Audit directly to the Hidalgo County Judge's office, however, as per last year's request from your office, the 2013 Audit is being forwarded directly to your office with the anticipation that your office will provide a copy to the County Judge's Office for delivery to the Commissioner's Court.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Richard S. Talbert

RICHARD S. TALBERT

RST/llt

Enclosures (as stated)

pc: Hon. Ramon Garcia
County Judge of Hidalgo County
P. O. Box 1356
Edinburg, TX 78540-1356
(w/o enclosures)

Hidalgo County Emergency Services District No. 1
P.O. Box 1010
Weslaco, TX 78599-1010

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1

FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2013

HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
YEAR ENDED DECEMBER 31, 2013

OFFICERS

Robert Rektorik	Chairman
Gerardo V. Latigo	Vice-Chairman
Fred McCaleb, Jr.	Secretary/Treasurer
Larry Dittburner	Commissioner
James Anthony Vos	Commissioner
Richard S. Talbert	Legal Counsel

HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
AS OF DECEMBER 31, 2013

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Management's Discussion and Analysis	c
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Government-Wide Statement of Activities	2
Statement of Cash Flows	4
Balance Sheets	5
Reconciliation of the Balance Sheets to the Statement of Net Assets	6
Statement of Revenues, Expenditures, and Changes in Fund Balances	7
Reconciliation of the Statement of Revenues, Expenditures and Changes In Fund Balance of Governmental Funds to Statement of Activities	8
Combined Statement of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual	9
Notes to Financial Statements	10
PART 11 – SUPPLEMENTAL SECTION	
Supplementary Information	14

PART I

FINANCIAL SECTION

GARCIA & PENA
Certified Public Accountants
P. O. Box 8032
301 West 4th
Weslaco, Texas 78599
956-969-1433 • Fax 956-968-1467 • 956-421-4601

Manuel B. Garcia, CPA
Jaime X. Pena, CPA

INDEPENDENT AUDITOR'S REPORT

Hidalgo County Emergency Services
District No. 1
P.O. Box 1010
Weslaco, Texas 78596

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, and the aggregate remaining fund information of Hidalgo County Emergency Services District No. 1 as of and for the year ended December 31, 2013 with comparative totals for the year ended December 31, 2012, and the related notes to the financial statements, which collectively comprise Hidalgo County Emergency Services District No. 1's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

This discussion and analysis is intended to provide an overview of the Hidalgo County Emergency Services District No. 1 financial performance for the year ended December 31, 2013, and the related effect on the Hidalgo County Emergency Services District No. 1's financial condition. Please read it in conjunction with the financial statements which begin on page 1.

FINANCIAL HIGHLIGHTS

- The Hidalgo County Emergency Services District No. 1 Changes in Net Position – Governmental Type Activities – Total government-wide net position decreased $11,579 as a result of this year's operations.
- The Hidalgo County Emergency Services District No. 1 increased the tax rate from $0.0143 to $0.0154 for the current year, due to a decrease in market values and assessed values of the district's properties. Assessed taxes increased by $6,182 and current year collections increased by $5,576 over the prior year. Total revenues increased by $6,210 ($118,531 and $112,321 for 2013 and 2012, respectively) but expenditures for 2013 were $130,110, causing a $11,579 decrease in net position. Expenditures increased by $26,400, due to a service contract increase.
- At the close of the current year, the Hidalgo County Emergency Services District No. 1's governmental fund reported a decrease of $14,555, reducing the fund balance to $346,794, which is 266.54% (percent) of total general fund expenditures.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. Hidalgo County Emergency Services District No. 1 basic financial statements comprise three components: 1.) Government-wide financial statements, 2.) Fund financial statements, and 3.) Notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements - The government-wide financial statements are designed to provide readers with a broad overview of Hidalgo County Emergency Services District No. 1 finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of Hidalgo County Emergency Services District No. 1 assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Hidalgo County Emergency Services District No. 1 is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal period (e.g., uncollected taxes).

The government-wide financial statements distinguish functions of Hidalgo County Emergency Services District No. 1 that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of Hidalgo County Emergency Services District No. 1 include general government, and ambulance services provided through service contracts.

The Board sets expenditure caps over which Hidalgo County Emergency Services District No. 1 Commissioner's approval is required.

The government-wide financial statements can be found on pages 1-3 of this report.

Governmental funds - The focus of Hidalgo County Emergency Services District No. 1's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Hidalgo County Emergency Services District No. 1's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, Hidalgo County Emergency Services District No. 1 governmental fund reported an ending fund balance of $346,794, which is available for spending at the government's discretion.

The general fund is the chief operating fund of Hidalgo County Emergency Services District No. 1. At the end of the current fiscal year, unreserved fund balance of the general fund was $346,794. As a measure of the general fund's liquidity, it may be useful to compare both unreserved fund balance to total fund expenditures. Unreserved fund balance represents 266.5% of total general fund expenditures.

The fund balance of Hidalgo County Emergency Services District No. 1's general fund decreased by $14,555 during the current fiscal year. Key factors in this change are as follows:

- The tax receipts, penalties and interest revenues increased by $7,139, in the current year, but expenditures increased by $26,436. Total revenues were $115,553, with total expenditures of $130,110, yielding a decrease of $14,555 in fund balance.

CAPITAL ASSETS

Capital Assets. Hidalgo County Emergency Services District No. 1's investment in capital assets for its governmental activities as of December 31, 2013, amounts to $-0-.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of Hidalgo County Emergency Services District No. 1's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Hidalgo County Emergency Services District No. 1, P.O. Box 1010, Weslaco, Texas 78599.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
GOVERNMENT-WIDE STATEMENTS OF NET ASSETS
DECEMBER 31, 2013 AND 2012

ASSETS	2013	2012
Cash	$ 192,525	$ 199,464
Certificate of Deposit	182,046	180,074
Due from County	15,967	16,548
Rollback Taxes Receivable	160	384
Tax Assessment Receivable (Net)	106,835	103,635
Total Assets	$ 497,533	$ 500,105
LIABILITIES AND NET POSITION		
Liabilities		
Accounts Payable	$ 31,250	$ 25,000
Due to Tax Attorney	12,494	9,737
Total Liabilities	43,744	34,737
Net Position		
Unrestricted	453,789	465,368
Total Net Position	453,789	465,368
Total Liabilities and Net Position	$ 497,533	$ 500,105

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
DECEMBER 31, 2012

Program Activities	Expenses	Taxes Penalties/Interest	Operating Grants and Contributions	Total
Governmental activities				
General government and administration	$ 22,424	$ 26,466	$ -	$ 4,042
Service Contracts	81,250	81,250		-
Interest on long-term debt				
Total governmental activities	$ 103,674	$ 107,716	$ -	$ 4,042

General revenues:	
Investment earnings	4,531
Decrease in allowance for uncollectible accounts	74
Miscellaneous	-
Total general revenues	4,605
Changes in net position	8,647
Net position at beginning of year, as adjusted	456,721
Net position at end of year	$ 465,368

The notes to the financial statements are an integral part of this statement

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2013 AND 2012

	2013	2012
Cash Flows From Operating Activities		
Cash received from tax payers	$ 115,558	$ 104,506
Other operating cash receipts	-	-
Cash payments to suppliers for goods and services	(23,860)	(22,424)
Cash payments for service contracts	(100,000)	(75,000)
Net Cash Provided by Operating Activities	(8,302)	7,082
Cash Flows From Investing Activities:		
Interest on cash and cash investments	3,335	4,531
Net Increase (Decrease) In Cash	(4,967)	11,613
Cash at the Beginning of the Year	379,538	367,925
Cash at the End of the Year	$ 374,571	$ 379,538
Reconciliation of income (loss) from operations to net cash provided (used) by operating activities		
Income (loss) from operations	$ (15,144)	$ 4,042
Changes in Assets		
Due from the County	581	(1,868)
Tax Receivable	(2,976)	(3,905)
Changes in Liabilities		
Accounts Payable	6,250	6,250
Due to Tax Attorney	2,757	2,489
Other Income	230	74
Net cash provided (used) by operating activities	$ (8,302)	$ 7,082
Reconciliation of total cash and cash investments		
Current Cash	$ 192,525	$ 199,464
Certificate of Deposits	182,046	180,074
	$ 374,571	$ 379,538

The notes to the financial statements are an integral part of this statement

GOVERNMENTAL FUNDS

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BALANCE SHEET
FOR THE YEAR ENDED DECEMBER 31, 2013 AND 2012

ASSETS	2013	2012
Cash	$ 192,525	$ 199,464
Certificate of Deposit	182,046	180,074
Due from County	15,967	16,548
Rollback Taxes Receivable	160	384
Tax Assessment Receivable (Net)	106,835	103,635
Total Assets	$ 497,533	$ 500,105
LIABILITIES AND FUND BALANCE		
Liabilities		
Accounts Payable	$ 31,250	$ 25,000
Due to Tax attorney	12,494	9,737
Deferred Revenue	106,995	104,019
Total Liabilities	150,739	138,756
Fund Balance	346,794	361,349
Total Liabilities and Fund Balance	$ 497,533	$ 500,105

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF THE BALANCE SHEETS TO THE STATEMENT OF NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2013 AND 2012

	2013	2012
Total fund balances-total governmental funds	$ 346,794	$ 361,349
Amounts reported for governmental activities in the statement of net position are different because:		
Deferred revenues are not considered available financial resources and therefore are not reported in the governmental fund balance sheet equity section	106,995	104,019
Net position of governmental activities	$ 453,789	$ 465,368

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2013 AND 2012

	General Fund	
	2013	2012
Revenues		
Tax Receipts, Net of Refunds	$ 103,841	$ 98,370
Penalties & Interest	8,348	5,515
Interest	3,335	4,531
Other	31	-
Total Revenues	115,555	108,416
Expenditures		
Collection and Assessment Fees Hidalgo County (Note 1)	1,069	946
Service Contract City of Weslaco (Note 4)	106,250	81,250
Administrative Fees and Contract Services	1,200	1,100
Legal and Professional	12,374	11,381
Insurance	6,071	5,837
Office	3,146	3,160
Total Expenditures	130,110	103,674
Excess of Revenues Over (Under) Expenditures	(14,555)	4,742
Fund Balance, Beginning of the Year	361,349	356,607
Fund Balance, End of Year	$ 346,794	$ 361,349

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO STATEMENT OF ACTIVITIES
DECEMBER 31, 2013 AND 2012

	2013	2012
Net change in fund balance-total governmental funds	$ (14,555)	$ 4,742
Amounts reported for governmental activities in the statement of net position are different because:		
Some property tax will not be collected for several months after the fiscal year-end assessments and these are not considered available revenues in the governmental funds.	3,250	2,645
These were tax collection in excess of the tax assessment, which have already been recognized as revenues in the previous year		
Tax adjustments and allowance for uncollectible amounts are recognized thru the deferred revenue accounts in the governmental funds		
Tax adjustments	(473)	1,186
Allowance for bad-debt expenses		
Decrease in allowance for uncollectible accounts	199	74
Increase in allowance for uncollectible accounts		
Changes in net position of governmental activities	$ (11,579)	$ 8,647

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE-BUDGET AND ACTUAL
DECEMBER 31, 2013

	Budgeted Amounts		Actual GAAP	Variance With Final	2012
	Original	Final	Basis	Budget	Actual
Revenues					
Property Taxes	$ 99,843	$ 99,843	$ 103,841	$ 3,998	$ 98,370
Penalties & Interest	-	-	8,348	8,348	5,515
Interest	5,000	5,000	3,335	(1,665)	4,531
Other			31	31	-
Total Revenues	104,843	104,843	115,555	10,712	108,416
Expenditures					
General Government	31,500	31,500	23,860	7,640	22,424
Ambulance Services	100,000	100,000	106,250	(6,250)	81,250
Total Expenditures	131,500	131,500	130,110	1,390	103,674
Excess (Deficiency) of Revenues Over Expenditures	(26,657)	(26,657)	(14,555)	12,102	4,742
Other Financing Sources (Uses)					
Operating transfers-in					
Operating transfers-out					
Total Other Financing Sources (Uses)					
Excess (Deficiency) of Revenues and other Financing Sources Over Expenditures and Other Uses	$ (26,657)	$ (26,657)	(14,555)	$ 12,102	4,742
Prior Period Adjustment			-		
Fund Balance, January 1			361,349		356,607
Fund Balance, December 31,			$ 346,794		$ 361,349

The notes to the financial statements are an integral part of this statement.

NOTE 1. NATURE OF DISTRICT AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The following statements will become effective in future years. Management does not believe these statements will have a significant impact on the City's financial statements.

- GASB Statement No 65, *Items Previously Reported as Assets and Liabilities*
- GASB Statement No. 66, *Technical Corrections – 2012* – an amendment of GASB Statements No. 10 and No. 62
- GASB Statement No. 70, *Accounting and Financial Reporting for Non-exchange Financial Guarantees*

The districts-wide financial statements (the statement of net position and the statement of changes in net position) report information on all of the activities of the District. District activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities, demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include (1) taxes billed against the citizen of its geographical area (2), penalties and interest billed for the late payments of taxes that are restricted to meeting the operational or capital requirements of the ambulance service. Interest and other items not properly included among program revenues are reported as general revenues.

(b). Measurement Focus/Basis of Accounting

Measurement focus refers to what is being measured: basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

The district-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets and liabilities (whether current or non-current) are included on the statement of net position and the operating statements present increases (revenues) and decreases (expenses) in net total position. Under the accrual basis of accounting, revenues are recognized when earned. Expenses are recognized at the time the liability is incurred.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available.

NOTE 1. NATURE OF DISTRICT AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(h). Statement of Cash Flows
For purposes of reporting cash flows, cash includes cash in banks and certificates of deposit, with maturity of three months or less to be cash equivalents.

(i). Income Taxes
The District is exempt from Federal income taxes and therefore no provision for the Federal income taxes has been made in the accompanying financial statements.

NOTE 2. CONCENTRATION OF CREDIT RISK

The District's policy limits the deposits in any one-bank institution to their extent of FDIC coverage and pledged securities.

The District maintained account balances in three banks, as follows:

Financial Institution	FDIC Coverage	Securities Pledged	Cash on Deposit	Excess (Deficiency) In Depository Security
Rio Bank	$ 250,000	$ -	$ 192,525	$ 57,475
Elsa State Bank	250,000	-	127,746	122,254
First National Bank	250,000	-	54,122	195,878
	$ 750,000	$ -	$ 374,393	$ 375,607

NOTE 3. DISCLOSURES ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The estimated fair values of Hidalgo County Emergency Services District No. 1's financial instruments at December 31, 2013 and the methods and assumptions used to estimate such fair value are as follows:

Cash:

Fair value approximates the carrying amount because of the short maturity of the instruments.

Tax Assessment Receivable:

The fair value of the receivables approximates the carrying amount, as these balances are not considered available resources for the period ending December 31, 2013.

NOTE 4. REVENUES AND REVENUE RECOGNITION

NOTE 5. COMMITMENTS

Service Contract with City of Weslaco and South Texas Emergency Care

The District has a service contract with the City of Weslaco, Texas effective through October 1, 2013, requiring quarterly payments of $25,000 per quarter, plus premiums on ambulance operating insurance. In the current fiscal year, the District paid $106,250. The contract for October 1, 2013 to September 30, 2015 is for $250,000, requiring $31,250 quarterly payments.

	City of Weslaco
2013	$ 106,250
2014	125,000
2015	125,000
	$ 356,250

NOTE 6. RISK MANAGEMENT

The District is exposed to various uncertainties for losses related to intentional and unintentional torts; theft of, errors or omissions; catastrophes; and claims by patients or clients transported by ambulance units for which the District carries commercial insurance coverage. There have been no significant reductions in insurance coverage from the previous year. No negotiated settlements or jury awards have exceeded policy limits in any of the past three years.

The District's management is not aware of any pending or alleged claims that could exceed the policy limits of the present insurance coverage.

NOTE 7. SUBSEQUENT EVENTS

Subsequent events were evaluated through June 30, 2014 which is the date the financial statements were available to be issued.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

RECEIVED
AUG 2 7 2014
COUNTY JUDGE

August 22, 2014

Honorable Ramon Garcia, County Judge
Hidalgo County Judge's Office
1615 S. Closner, Suite J
Edinburg, Texas 78539

Subject: Emergency Services District No. 3
Financial Report for the Year Ended December 31, 2013

Dear Judge Garcia:

Pursuant to Health and Safety Code §775.082(b), an emergency services district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records.

Attached please find 6 copies of the audited financial report for Emergency Services District No. 3 for the Year Ended December 31, 2013 for the Commissioners Court. Please prepare an agenda item on the next available Commissioners Court meeting for presentation and acceptance of the financial report.

If you have questions, please do not hesitate to call me at 318-2511 ext. 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

Enclosures (6)

cc: Yolanda Chapa, Chief Administrator
Hidalgo County Judge's Office
(w/o enclosures)

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Hidalgo County Emergency Services District Number 3
Audited Financial Report
For the Year Ended December 31, 2013

Hidalgo County Emergency Services District Number 3
For the Year Ended December 31, 2013
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HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NUMBER 3

AUDITED FINANCIAL REPORT

FOR THE YEAR ENDED
DECEMBER 31, 2013

OFFICERS AND DIRECTORS

RUDY ZAMORA
President

LOUIE KIEFFER
Secretary-Treasurer

AARON VELA
Member

FRED CAPPADONA
Member

LUIS FLORES III
Member

Financial Section

Oscar R. González, CPA
&
Associates, P.L.L.C.
Certified Public Accountants
208 W. Ferguson Unit #1 • Pharr, Texas 78577
Tel: (956) 787-9909 • Fax: (956) 787-3067
Email: org110n@aol.com

Oscar R. González
Melissa González

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of,
Hidalgo County Emergency Services District Number 3

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hidalgo County Emergency Services District Number 3 as of and for the year ended December 31, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Hidalgo County Emergency Services District Number 3, as of December 31, 2013, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 7 and 23 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial

statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 31, 2013, on our consideration of the Hidalgo County Emergency Services District Number 3's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Hidalgo County Emergency Services District Number 3's internal control over financial reporting and compliance.

Oscar R. Gonzalez, CPA & Associates, PLLC
Certified Public Accountants
Pharr, Texas

July 21, 2014

Management's Discussion and Analysis

Hidalgo County Emergency Services District Number 3
Management's Discussion and Analysis

This section of Hidalgo County Emergency Services District Number 3 (The District) annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year ended December 31, 2013. Please read it in conjunction with the District's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

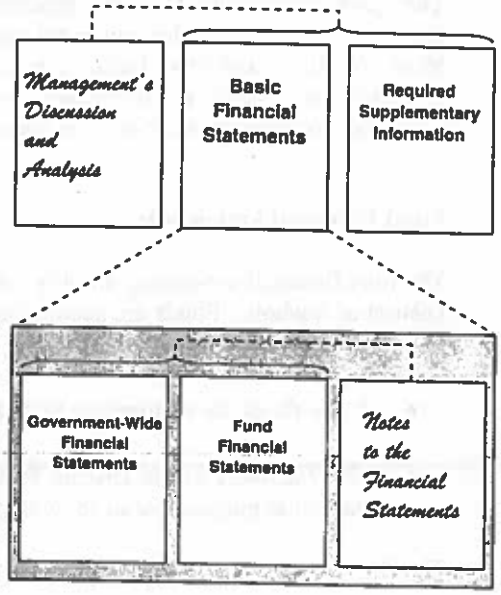
- The District's total combined net position was $999,946 as of December 31, 2013.
- During the year, the District's expenses were $432,143 and $465,764 was generated in taxes and interest revenue for governmental activities.
- The general fund reported a fund balance this year of $839,249.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements, and required supplementary information.* The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the District's overall financial status.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the government, reporting the District's operations in more detail than the government-wide statements.
- *The governmental funds* statements tell how *general government* services were financed in the *short term* as well as what remains for future spending.

Figure A-1, Required Components of the District's Annual Financial Report



The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and related to one another.

Figure A-2 summarizes the major features of the District's financial statements, including the portion of the district government they cover and the types of information they contain. The remainder of this overview section of management's discussion and analysis explains the structure and contents of each of the statements.

Government-wide Statements

The government-wide statements report information about the district as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government's assets, deferred outflows of resources, liabilities and deferred inflows of resources. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net position. The District's combined net position was $ 999,946 at December 31, 2013. (See Table A-1).

Table A-1
Hidalgo County Emergency Services District Number 3
(In dollars)

	Primary Government		Increase / Decrease
ASSETS	2013	2012	2012-2013
Current Assets:			
Cash, Cash Equivalents, and Investments	$ 642,208	$ 654,575	$ (12,367)
Propery Taxes Receivable (Net)	330,134	326,189	3,945
Interest Receivable	705	705	-
Total Current Assets	973,047	981,469	(8,422)
Noncurrent Assets			
Capital Assets (Net)	27,752	-	27,752
Total Noncurrent Assets	27,752	-	27,752
Total Assets	1,000,799	981,469	19,330
DEFERRED OUTFLOW OF RESOURCES			
Aggregated Deferred Outflows	-	-	-
Total Deferred Outflows of Resources	-	-	-
LIABILITIES			
Current Liabilities:			
Accounts Payable	853	15,145	(14,292)
Total Liabilities	853	15,145	(14,292)
DEFERRED INFLOW OF RESOURCES			
Aggregated Deferred Inflows	-	-	-
Total Deferred Inflows of Resources	-	-	-
NET POSITION			
Net Investment in Capital Assets	27,752	-	27,752
Restricted	-	250,000	(250,000)
Unrestricted	972,194	716,325	255,869
Total Net Position	$ 999,946	$ 966,325	$ 33,621

Financial Analysis:

- Total assets for the primary government increased from $981,469 to $1,000,799 a net increase of $19,330 from last year.
- Total liabilities for the primary government decreased from $15,145 to $853, a net decrease of $14,292 from last year.
- In 2013 net position for the Primary Government increased from $966,324 to $999,946, a net increase of $33,621 from last year.
- There was a decrease in unrestricted net position from $250,000 to $0, a net decrease of $250,000 from last year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At the end of 2013, the District had a $27,752 investment in medical equipment. (See Table A-3.)

Table A-3
General Capital Assets

	Primary Government			
	Balance as of December 31, 2012	Additions	Deletions	Balance as of December 31, 2013
Capital Assets				
Medical Equipment	$ 72,235	$ 28,780	$ -	$ 101,015
Total Capital Assets	72,235	28,780	-	101,015
Accumulated Depreciation				
Accumulated Depreciation	(72,235)	(1,028)	-	(73,263)
Total Accumulated Deprecition	(72,235)	(1,028)	-	(73,263)
Total Capital Assets Net of Accumulated Depreciation	$ -	$ 27,752	$ -	$ 27,752

More detailed information about the District's capital assets is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

- Appraised value used for the 2014 budget preparation is up to $764,000.
- General operating fund spending budget for 2014 was prepared based on history of actual definite revenues and essential expenses to operate.
- District is planning to renew the ambulance services for next year increasing expenditures.

These indicators were taken into account when adopting the general fund budget for 2014.

If these estimates are realized, the District's budgetary general fund balance is not expected to change appreciably by the close of 2014.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's Board of Directors on P.O. Box 3489 220C South 12th Street Edinburg, Texas 78539.

Basic Financial Statements

Hidalgo County Emergency Services District Number 3
Statement of Net Position
December 31, 2013

	Primary Government	
	Governmental Activities	Total
ASSETS		
Current Assets		
Cash and Cash Equivalents	$ 172,342	$ 172,342
Investments	469,866	469,866
Property Taxes Receivable (Net)	330,134	330,134
Interest Receivable	705	705
Total Current Assets	973,047	973,047
Noncurrent Assets		
Capital Assets (Net)	27,752	27,752
Total Noncurrent Assets	27,752	27,752
Total Assets	1,000,799	1,000,799
DEFERRED OUTFLOWS OF RESOURCES		
Aggregated Deferred Outflows	-	-
Total Deferred Outflows of Resources	-	-
LIABILITIES		
Current Liabilities		
Accounts Payable	853	853
Total Liabilities	853	853
DEFERRED INFLOWS OF RESOURCES		
Aggregated Deferred Inflows	-	-
Total Deferred Inflows of Resources	-	-
NET POSITION		
Net Investment in Capital Assets	27,752	27,752
Restricted	-	-
Unrestricted	972,194	972,194
Total Net Position	$ 999,946	$ 999,946

The notes to these statements are an integral part of these statements.

Net (Expense) Revenue	
Primary Government	
Governmental Activities	Total
$ (432,143)	$ (432,143)
(432,143)	(432,143)
463,948	463,948
1,816	1,816
-	-
465,764	465,764
33,621	33,621
966,325	966,325
$ 999,946	$ 999,946

Hidalgo County Emergency Services District Number 3
Balance Sheet
Governmental Funds
December 31, 2013

	General Fund	Total Governmental Funds
ASSETS		
Cash and Cash Equivalents	$ 172,342	$ 172,342
Investments	469,866	469,866
Property Taxes Receivable (Net)	330,134	330,134
Interest Receivable	705	705
Total Assets	973,047	973,047
DEFERRED OUTFLOWS OF RESOURCES		
Aggregated Deferred Outflows	-	-
Total Assets and Deferred Outflows of Resources	$ 973,047	$ 973,047
LIABILITIES		
Accounts Payable	$ 853	$ 853
Total Liabilities	853	853
DEFERRED INFLOWS OF RESOURCES		
Deferred Property Tax	132,945	132,945
Total Liabilities and Deferred Inflows of Resources	133,798	133,798
FUND BALANCE		
Unassigned	839,249	839,249
Total Fund Balance	839,249	839,249
Total Liabilities, Deferred Inflows of Resources and Fund Balance	$ 973,047	$ 973,047

The notes to these statements are an integral part of these statements.

Hidalgo County Emergency Services District Number 3
Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position
December 31, 2013

Total Fund Balance - Governmental Funds	$	839,249
Capital assets are expensed as capital outlay in the governmental fund statement. However, they are capitalized as capital assets and reflected in the Statement of Net Position.		28,780
Depreciation expense reflected in entity wide statements, is not reflected in governmental funds statements.		(1,028)
The amount of the current property tax levy that has been recorded as revenue during the period and is expected to be collected within about 60 days after year-end should be included as revenue for the current period.		132,945
Total Net Position-Governmental Funds	**$**	**999,946**

The notes to these statements are an integral part of these statements.

Hidalgo County Emergency Services District Number 3
Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Year Ended December 31, 2013

	General Fund	Total Governmental Funds
Revenues		
Property Tax Revenue	$ 457,351	$ 457,351
Interest Revenue	1,816	1,816
Total Revenues	459,167	459,167
Expenditures		
Ambulance Services	127,503	127,503
First Responder Service	5,000	5,000
Rescue Equipment	35,138	35,138
Accounting	4,000	4,000
Annual Assessment	4,761	4,761
Attorney Fees	15,637	15,637
Board Dinner	802	802
Legal Fees	657	657
Insurance Expense	727	727
Land Acquisition and Facilities for Hidalgo County	250,000	250,000
Membership Fees	500	500
Professional Fees	15,000	15,000
Miscellaneous Expenses	170	170
Total Expenditures	459,895	459,895
Excess of Revenues Over (Under) Expenditures	(728)	(728)
Net Change in Fund Balance	(728)	(728)
Fund Balance at Beginning of Period	839,977	839,977
Fund Balance at End of Period	$ 839,249	$ 839,249

The notes to these statements are an integral part of these statements.

Hidalgo County Emergency Services District Number 3
Reconciliation of Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balance to the Statement of Activities
For the Year Ended December 31, 2013

Total Net Change in Fund Balances - Governmental Funds	$	(728)
Capital assets are expensed as capital outlay in the governmental fund statement; however, they are capitalized as capital assets and reflected in the Statement of Net Position.		28,780
Depreciation expense reflected in the entity wide statements, is not reflected in governmental funds statements		(1,028)
The amount of current property tax levy that has been recorded as revenue during the period and is expected to be collected within about 60 days after year-end should be included as revenue for the current period.		6,598
Rounding Difference		(1)
Changes in Net Position-Governmental Funds	$	33,621

The notes to these statements are an integral part of these statements.

Notes to the Financial Statements

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General Statement

This summary of significant accounting policies of Hidalgo County Emergency Services District Number 3 (The District) is presented to assist the reader in understanding the District's financial statements. The financial statements and notes are representations of the District's management.

The District was created and organized as provided by Article III, Section 48-d, of the Texas Constitution to protect life and property from fire and to conserve natural and human resources. The District is a political subdivision of the state. A five-member fire commissioners board governs operations of the District. Members of the board are appointed by the Hidalgo County Commissioner's Court.

The accounting and reporting policies of the District relating to the funds included in the accompanying basic financial statements conform to accounting principles generally accepted in the United States of America applicable to the state and local governments. Generally accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled Audits of State and Local Governmental Units by the Financial Accounting Standards Board (FASB), when applicable.

Financial Reporting Entity

The District's financial reporting entity comprises the following:

Primary Government: Hidalgo County Emergency Services District Number 3

The District's basic financial statements include the accounts of all District operations. The criteria for including organizations as component units with a governmental reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental and Financial Reporting Standards, include whether:

- The organization is legally separate (can sue and be sued in their own name)
- The District holds the corporate powers of the organization
- The District appoints a voting majority of the organization's board
- The District is able to impose its will on the organization
- The organization has the potential to impose a financial benefit/burden on the District
- There is fiscal dependency by the organization on the District.

Based on these criteria, the District is a component unit of Hidalgo County.

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of the net position and the statement of activities. These statements report information on all of the non-fiduciary financial information for the District. Eliminations have been made to minimize the double-counting of internal activities. Individual funds are not displayed, but the statements highlight governmental activities (generally supported by taxes and the District general revenue). The effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or program. Program revenues includes 1) charges to customers or applicants whose purchase, use, or directly benefit from goods, services, or privileges provided by a given program and 2) operating or capital grants and contributions that are restricted to meeting the operations or capital requirements of a particular program. Taxes and other items not properly included among program revenues are reported instead as general revenues.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

2. Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 31 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available when they become due or past due and receivable within the current period. The District considers property taxes as available if collected within 60 days after year end.

Taxable property includes real property and certain personal property situated in the District. Certain properties of religious, educational and charitable organizations, including the federal government and the State of Texas, are exempt from taxation. Additionally, there are other exemptions as noted below in arriving at the total assessed valuation of taxable property. The valuations are subject to county-wide revaluation every five years. The effective rate is based upon the previous year's total assessed valuation.

Allowances for uncollectible tax receivables within the General and Debt Service funds are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and included as part of the allowance for uncollectible; except for tax receivables over 20 year, the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. The District does no write off tax receivable greater than 20 years.

3. Transactions between Funds

Legally authorized transfers are treated as interfund transfers and are included in the results of operations of the Governmental funds.

4. Capital Assets

Capital assets include property, plant, and equipment, are reported in the applicable governmental activities column in the government-wide financial statements. All capital assets are valued at historical cost or estimated historical cost if actual historical is not available. Donated assets are capital assets valued at their fair market value on the date donated. Repairs and maintenance are recorded as expenses. Renewals and betterments are capitalized. Interest has not been capitalized during the construction period on property, plant and equipment.

Assets capitalized have an original cost of $5,000 or more and over three years of useful life. Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Buildings	50 Years
Infrastructure	30 Years
Improvements	20 Years
Machinery and Equipment	3-15 Years

5. Long-Term Obligations

In the government-wide, proprietary and component unit financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as issuance cost are deferred and amortized over the life of the bonds using the straight line method as the amount is immaterial against the effective interest method. Unamortized bond premium and discount, issuance cost and gain or loss on refunding are not netted against the liability, but recorded in the asset portion of the financial statements. In the fund financial statements, long-term liabilities are not recorded in the governmental funds as the payment of the obligations will not be made

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

1. New Accounting Standards

In March 2012, GASB issued Statement No. 65, *Items Previously reported as Assets and Liabilities.* This statement is effective for financial statements for periods beginning after December 15, 2012. This statement provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. Concepts Statement No. 4, *Elements of Financial Statements*, introduced and defined those elements as consumption of net position by the government that is applicable to future reporting period, and an acquisition of net position by the government. This statement amends the net asset reporting requirements in Statement No. 34, *Basic Financial Statements – and Management's Discussion and analysis-for State and Local Governments,* and other pronouncements by incorporating deferred outflows of resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position, rather than net assets. The Hidalgo County Emergency Services District Number 3 implemented GASB No. 65 during FY 2013. This statement had no significant impact on the District.

I. Budget Basis of Accounting

The District prepares its annual budget on a basis (budget basis), which differs from generally accepted accounting principles (GAAP Basis). The budget and all transactions are presented in accordance with the District's method (budget basis) in the Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General fund to provide a meaningful comparison of actual results with the budget. The major differences between budget and GAAP basis are stated in the statement and schedules associated with the analysis of actual results to the budgeted expectations.

2. Excess of General

Expenditures exceeded appropriations in the following line items:

Expenditure		Excess
Annual Assessment	$	3,261
Attorney Fees		3,637
Legal Advertisement		157
Membership Fees		500
Consultants		15,000
Board Dinner		2
Reimbursement		170

3. Finance-Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any, are reported below, along with actions taken to address such violations:

Violation	Action Taken
None	Not Applicable

4. Committed Fund Balance / Restricted Net Position

This year, the District does not have any committed or restricted fund balance.

III. DETAILED NOTES ON FUNDS (Continued)

Interest Rate Risk
This is the risk that changes in interest rated will adversely affect the fair value of an investment. At year end, the District was not exposed to interest rate risk. By limiting the exposure of its investments, the District reduces its risk to the rising or decreasing interest rates.

Credit Risk
Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized agencies are designed to an indication of credit risk. At year end, the District was not significantly exposed to credit risk.

Custodial Credit Risk
Deposits and investments are exposed to custodial credit risk if they are not covered by the depository insurance and the deposits and investments are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. At year end, the District money was not exposed to custodial credit risk.

Concentration of Credit Risk
This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year end, the District was exposed to concentration of credit risk, but highly collateralized. The District was in compliance with its diversification investment guidelines.

Foreign Currency Risk
This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

Investments at December 31, 2013 consisted of the following certificates of deposit:

	Maturity Date	Balance as of 12/31/2012	Increases	Decreases	Balance as of 12/31/2013
LSNB CD #45141942	July 9, 2014	$ 153,769	$ 462	$ -	$ 154,231
LSNB CD #45141934	July 9, 2014	100,706	302	-	101,008
LSNB CD #45200156	July 9, 2014	213,984	643	-	214,627
Total Investments		$ 468,459	$ 1,407	$ -	$ 469,866

C. Tax Receivables

Receivables for the District at December 31, 2013, were as follows:

General Fund	Receivable	Allowance for Uncollectibles	Total (Net)
Property Taxes	$ 347,509	$ (17,375)	$ 330,134
	$ 347,509	$ (17,375)	$ 330,134

Required Supplementary Information

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

Hidalgo County Emergency Services District Number 3
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
General Fund (Non-GAAP, Budgetary Basis)
For the Year Ended December 31, 2013

	Budgeted Amounts		Actual Budget Basis	Final Variance Budget Basis
	Original	Final		
Revenues				
Property Tax Revenue	$ 450,000	$ 450,000	$ 457,351	$ 7,351
Interest Revenue	6,000	6,000	1,816	(4,184)
Total Revenues	456,000	456,000	459,167	3,167
Other Financing Sources	-	-	-	-
Total Revenues and Other Financing Sources	456,000	456,000	459,167	3,167
Expenditures				
Ambulance Services	170,000	134,000	127,503	6,497
First Responder Service	10,000	10,000	-	10,000
Audit	4,000	4,000	4,000	-
County Annual Assessment	1,500	1,500	4,761	(3,261)
Attorney Fees	12,000	12,000	15,637	(3,637)
Board Meeting Expenses	800	800	802	(2)
Legal Advertisments	500	500	657	(157)
Insurance Expense	1,200	1,200	727	473
Travel Expenses	1,000	1,000	-	1,000
Land Acquisition and Facilities	250,000	250,000	250,000	-
Educational Programs	5,000	-	-	-
Rescue Equipment	-	36,000	35,138	862
1st Class Respondents Training	-	5,000	5,000	-
Membership Fees	-	-	500	(500)
Consultants	-	-	15,000	(15,000)
Reimbursement	-	-	170	(170)
Total Expenditures	456,000	456,000	459,895	(3,895)
Other Financing Uses	-	-	-	-
Total Expenditures and Other Financing Uses	456,000	456,000	459,895	(3,895)
Excess (Deficiency) of Revenues and Other Sources Over Expenditures and Other Uses	-	-	(728)	(728)
Net Change in Fund Balance	-	-	(728)	(728)
Fund Balance at Beginning of Period	839,977	839,977	839,977	-
Fund Balance at End of Period	$ 839,977	$ 839,977	$ 839,249	$ (728)

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Oscar R. González
Melissa González

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of,
Hidalgo County Emergency Services District Number 3

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hidalgo County Emergency Services District Number 3, as of and for the year ended December 31, 2013, and the related notes to the financial statements, which collectively comprise Hidalgo County Emergency Services District Number 3's basic financial statements and have issued our report thereon dated July 21, 2014.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Hidalgo County Emergency Services District Number 3's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Hidalgo County Emergency Services District Number 3's internal control. Accordingly, we do not express an opinion on the effectiveness of Hidalgo County Emergency Services District Number 3's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies. 2013-1 to 2013-6.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Hidalgo County Emergency Services District Number 3's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Hidalgo County Emergency Services District Number 3's Response to Findings

Hidalgo County Emergency Services District Number 3's response to the findings identified in our audit is described in the accompanying Corrective Action Plan. Hidalgo County Emergency Services District Number 3's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Oscar R. Gonzalez, CPA & Associates, PLLC
Certified Public Accountants
Pharr, Texas

July 21, 2014

Hidalgo County Emergency Services District Number 3
Schedule of Findings and Questioned Cost
For the Year Ended December 31, 2013

B. Financial Statement Findings

Schedule Reference (2013-1) FINANCIAL STATEMENT PREPARATION AND OTHER REPORTING MATTERS

Criteria: Individual responsible for accounting should possess the sufficient knowledge to prepare financial statements in accordance with GAAP.

Condition: The District's Individual responsible for accounting possesses the necessary accounting experience to reliably initiate, authorize and process financial data and to report such financial data for internal management purposes. However, their job functions are not designed to require that they maintain current expertise in financial reporting requirements for externally released financial statements that are prepared in accordance with U.S. Generally Accepted Accounting Principles (GAAP) including the presentation format of the financial statements and all of the related footnotes that accompany such financial statements.

Cause: Lack of knowledge about financial statement preparation.

Effect: Accounting staff does not possess the sufficient knowledge to prepare financial statements in accordance with GAAP.

Recommendation: The District's financial staff should obtain training in financial reporting and footnote presentation in order to ensure that its financial statements to comply with GAAP.

Questioned Costs: - $0 –

Schedule Reference (2013-2) CONTROLS OVER ACCRUAL OF PROPERTY TAX RECEIVABLES

Criteria: Property tax assessed and not collected at the end of the year must be accrued as property tax receivables, and reduced by its appropriate allowance for uncollectible taxes in accordance with the District's policy.

Condition: No accrual is being made of property tax assessed and not collected by the end of the year as property tax receivables.

Cause: Lack of controls over the recording of property tax receivable amounts.

Effect: The District's books did not reflect property tax receivables owed to the District.

Recommendation: Cutoff procedures need to be performed on property tax receivable balances near after the end of the year in order to assure that receivables assessed during the year are included as receivables if not collected by the end of the year.

Questioned Costs: - $0 –

Schedule Reference (2013-3) CONTROLS OVER ACCRUAL OF ACCOUNTS PAYABLE

Criteria: Proper accrual of transactions in accordance with GAAP requires for the recording of all expenditures using the modified accrual basis of accounting where expenditures are recorded when the related fund liability is incurred.

Condition: Accounts payable cutoff testing procedures revealed that various cash disbursement transactions that were paid after the end of the year had been incurred during the year being audited and were recorded as expenditures in the subsequent year.

Cause: Lack of controls over cutoff procedures of accounts payable transactions occurring near after the end of the fiscal year.

Effect: Expenditures that belong to the year being audited were being recorded as expenditures for the subsequent year.

Recommendation: Cutoff procedures need to be performed on expenditures occurring near after the end of the year in order to assure that transactions that were incurred during the year are included as expenditures in the proper year.

Questioned Costs: - $0 –

Schedule Reference (2013-4) CONTROLS OVER ACCRUAL OF INTEREST EARNED ON INVESTMENTS

Criteria: Interest revenue earned but not yet paid to the District on its certificate of deposit investments needs to be recorded as accrued interest receivable and recorded as earned revenue in the appropriate year even if no actual collection has been made.

Condition: No revenue is being accrued on interest earned due to the passage of time of certificate of deposit investments.

Cause: Investments in certificate of deposits have not been recorded on the books.

Effect: No revenue is being accrued on interest earned due to the passage of time of certificate of deposit investments.

Recommendation: Once investments are recorded, cutoff procedures need to be performed on certificate of deposit balances in order to determine the amount of revenue that has been earned due to the passage of time, and not yet collected by the District.

Questioned Costs: - $0 –

Schedule Reference (2013-5) LACK OF ACCOUNTING AND INVESTING POLICIES

Criteria: In order to adequately maintain the processes, authorizations, records and other internal control requirements over purchasing, accounting and investing activities, a written policy must be adopted and authorized by the board of directors and followed as directed.

Condition: The District's policies and procedures did not have a policy in place that adequately describes the processes, authorizations, records and other internal controls required in order for the District to maintain effective control and accountability over purchasing, accounting and investing transactions.

Cause: Lack of control over accounting and investing activities.

Effect: The District does not have an accounting or investment procedures manual.

Recommendation: Implement an accounting and investing procedures manual as soon as possible, in order to ensure that the process, authorizations, records and other internal control requirements are being observed as established.

Questioned Costs: - $0 –

Schedule Reference (2013-6) EXPENDITURES IN EXCESS OF APPROPRIATIONS

Criteria: State law requires budget amendments to be made prior to exceeding a major functional category.

Condition: As stated in the District's financial statements, we noted seven instances in which the District's budget had been exceeded at the functional level. Overall expenditures also exceeded overall sum of budgeted amounts for the fiscal year.

Cause: Budget amendments were not made prior to expenditures exceeding a major functional category.

Effect: The District's budget was exceeded at the functional level, on seven functions and in overall expenditures.

Recommendation: Budget versus actual comparisons must be on a monthly basis. Control over expenditures should include a review of available budget amounts prior to approval of purchase orders and the budget should be amended as needed.

Questioned Costs: - $0 –

Hidalgo County Emergency Services District Number 3
Summary Schedule of Prior Audit Findings
For the Year Ended December 31, 2013

Schedule Reference (2012-1) FINANCIAL STATEMENT PREPARATION AND OTHER REPORTING

Recommendation: The District's financial staff should obtain training in financial reporting and footnote presentation in order to ensure that its financial statements to comply with GAAP.

Current Condition: Not Corrected

Schedule Reference (2012-2) CONTROLS OVER CERTIFICATE OF DEPOSIT INVESTMENTS

Recommendation: The balance on all certificate of deposit investments needs to be included in the books of the District and reconciled at least quarterly in order to assure that the District has accurate and current balances.

Current Condition: Corrected

Schedule Reference (2012-3) CONTROLS OVER ACCRUAL OF PROPERTY TAX RECEIVABLES

Recommendation: Cutoff procedures need to be performed on property tax receivable balances near after the end of the year in order to assure that receivables assessed during the year are included as receivables if not collected by the end of the year.

Current Condition: Not Corrected

Schedule Reference (2012-4) CONTROLS OVER ACCRUAL OF ACCOUNTS PAYABLE

Recommendation: Cutoff procedures need to be performed on expenditures occurring near after the end of the year in order to assure that transactions that were incurred during the year are included as expenditures in the proper year.

Current Condition: Not Corrected

Schedule Reference (2012-5) CONTROLS OVER ACCRUAL OF INTEREST EARNED ON INVESTMENTS

Recommendation: Once investments are recorded, cutoff procedures need to be performed on certificate of deposit balances in order to determine the amount of revenue that has been earned due to the passage of time, and not yet collected by the District.

Current Condition: Not Corrected

Schedule Reference (2012-6) LACK OF ACCOUNTING AND INVESTING POLICIES

Recommendation: Implement an accounting and investing procedures manual as soon as possible, in order to ensure that the process, authorizations, records and other internal control requirements are being observed as established.

Current Condition: Not Corrected

Schedule Reference (2012-7) COLLATERIZED CASH DEPOSITS

Recommendation: The District should consider reviewing the insured deposits on a monthly basis.

Current Condition: Corrected

Hidalgo County Emergency Services District Number 3
Corrective Action Plan
For the Year Ended December 31, 2013

Schedule Reference (2013-1) FINANCIAL STATEMENT PREPARATION AND OTHER REPORTING MATTERS

Name of Contact: Rudy Zamora, Louie Kieffer, Aaron Vela, Fred Cappadona, Luis Flores III

Corrective Action Planned: The District's financial staff will obtain training in financial reporting and footnote presentation in order to ensure that its financial statements to comply with GAAP.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2013-2) CONTROLS OVER ACCRUAL OF PROPERTY TAX RECEIVABLES

Name of Contact: Rudy Zamora, Louie Kieffer, Aaron Vela, Fred Cappadona, Luis Flores III

Corrective Action Planned: Cutoff procedures will be performed on property tax receivable balances near after the end of the year in order to assure that receivables assessed during the year are included as receivables if not collected by the end of the year.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2013-3) CONTROLS OVER ACCRUAL OF ACCOUNTS PAYABLE

Name of Contact: Rudy Zamora, Louie Kieffer, Aaron Vela, Fred Cappadona, Luis Flores III

Corrective Action Planned: Cutoff procedures will be performed on expenditures occurring near after the end of the fiscal year in order to assure that transactions that were incurred during the fiscal year are included as expenditures in the proper year.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2013-4) CONTROLS OVER ACCRUAL OF INTEREST EARNED ON INVESTMENTS

Name of Contact: Rudy Zamora, Louie Kieffer, Aaron Vela, Fred Cappadona, Luis Flores III

Corrective Action Planned: Once investments are recorded, cutoff procedures will be performed on certificate of deposit balances in order to determine the amount of revenue that has been earned due to the passage of time, and not yet collected by the District.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2013-5) LACK OF ACCOUNTING AND INVESTING POLICIES

Name of Contact: Rudy Zamora, Louie Kieffer, Aaron Vela, Fred Cappadona, Luis Flores III

Corrective Action Planned: The entity will implement an accounting and investing procedures manual as soon as possible, in order to ensure that the process, authorizations, records and other internal control requirements are being observed as established.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2013-6) EXPENDITURES IN EXCESS OF APPROPRIATIONS

Name of Contact: Rudy Zamora, Louie Kieffer, Aaron Vela, Fred Cappadona, Luis Flores III

Hidalgo County Emergency Services District Number 3
Corrective Action Plan
For the Year Ended December 31, 2013

Corrective Action Planned: Budget versus actual expenditures comparison will be made in a monthly basis and amendments to the budget will be done when necessary.

Anticipated Completion Date: As soon as possible.

AI-46317 **Texas Agri-Life Extension Serv. 7. F.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas AgriLife Extension Service:
Requesting approval to appoint a new Family Resources Agent, Joanne Ureste and a new 4-H & Youth Development Agent, Jose C. Gutierrez. Agents will commence employment as follows:

Name of Candidate	Agency/Employer	Date of Employment
Jose C. Gutierrez	Texas A&M AgriLife Extension Service (under a one month training program)	September 15, 2014
	Hidalgo County Extension Services Office	October 15, 2014
Joanne Ureste	Texas A&M AgriLife Extension Service (under a one month training program)	September 23, 2014
	Hidalgo County Extension Services Office	October 23, 2014

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

The County Extension Agent-4-H & Youth Development position (Slot #A010) is funded through the state and supplemented (supplemental pay Object #117 and In-County Travel Object 581) through Hidalgo County. This position is an existing position/vacancy intheTexas A&M AgriLife Extension Office.

The County Extension Agent-Family Resources position (Slot #A008) is funded through the state and supplemented (supplemental pay object 117 and In-County Travel Object 581) through Hidalgo County. This position is an existing position/vacancy in the Texas A&M AgriLife Extension Office.

See adopted salary schedule for funding.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 08:45 AM
Obdett Calzada	Obdett Calzada	09/05/2014 03:09 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Nora Linda Cruz Started On: 09/03/2014 04:34 PM

Final Approval Date: 09/05/2014

AI-46337 **Comm. Court Executive Office 7. G.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
Approval of pipeline permit for Wynn Crosby - Propose to open cut road approximately 1/4 mile north of Mile 5 Road on Iowa Rd.

BACKGROUND

Wynn-Crosby, permitee is to reimburse Pct. #3 the amount of $ 1,422.24 for repair of road/material/labor to be done by Pct. 3 as per Exhibit B 1-3

Attachments

Wynn0Crosby Iowa Rd Pct.3

exhibit A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 03:41 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rebecca Gomez Started On: 09/04/2014 11:35 AM

Final Approval Date: 09/05/2014

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 9th day of September, 2014 does by these presents GRANT, GIVE AND RELINQUISH TO:
Wynn – Crosby hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 3 inch water/ gas/ sewer/ irrigation line; said line to be constructed 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:

- Propose to open cut road approximately ¼ mile north of Mile 5 Road on Iowa Road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 3" 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.

Exhibit "A"

mile 5 north and Iowa Road

Wynn-Crosby

Area to be repaired

September 3, 2014

1:1,806

0 0.015 0.03 0.06 mi

0 0.0225 0.045 0.09 km

JP Constable

School Districts

Voting Precincts

Streets

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Wright County GIS Department 2014

Exhibit B 1 of 3

Hidalgo County Precinct # 3
Project Worksheet

Date: 9-2-14

Project: Iowa Rd
Project Location: Iowa Rd : Mile 5 1/4
Project Description: _____
(New Construction/Overlay/Drainage Improvement)

Caliche / Hot Mix

	Vendor: Frontera Materials Contract # E-14-129A-04-15 (Expires: 5/2/15)	Vendor: Valley Caliche Contract# C-13-011-04-09 (Expires: 4/8/15)
Length:	_____	35' / 12'
Width:	_____	12' / 8'
Thick:	_____	2"
Tons:	_____	10
Contract Price:	X $3.25	X $55.00

Amount: Caliche $_____ Hot Mix $ 550.00

Emulsified Asphalt Oil

Vendor: Performace Grade Asphalt Contract # E-13-12-254-09-25(Expires: 12/2/14)

MS1 Oil: 1000-1999(Gall.) X $ 3.80 (Price per Gall.) = Total $ 285.00
MS1 Oil: 2000-2999(Gall.) X $ 3.20 (Price per Gall.) = Total $_____
MS1 Oil: 3000-3999(Gall.) X $ 3.00 (Price per Gall.) = Total $_____
MS1 Oil: 4000-4999(Gall.) X $ 2.60 (Price per Gall.) = Total $_____
MS1 Oil: 5000-more(Gall.) X $ 2.40 (Price per Gall.) = Total $_____

75 Gal.

Road Striping

Vendor: Pavement Markings Contract# E-13-128-03-26 (Exp.: 4/7/14)

4" Yellow or white reflectorized paint	_____ X	$.26 lf	= _____
4" Yellow or white thermo plastic	_____ X	$.38 lf	= _____
4" Reflectors yellow or white	_____ X	$3.40 ea.	= _____
24" White Paint Stripe	_____ X	$2.80 ea.	= _____
Thermoplastic Arrows	_____ X	$80.00 ea.	= _____
6" x 6" Giggle Bar File, yellow or white	_____ X	$6.40 ea.	= _____
24" White Thermoplastic Stripe	_____ X	$7.40 lf.	= _____
Thermoplastic Words (only, school, ect.)	_____ X	$100.00ea.	= _____

Total: $_____

$ 835.00

HOURLY RATE	
RAUL CORTEZ	$16.64
JOSE ALANIZ	$17.31
ADRIAN FLORES	$33.28
EFREN CRUZ	$31.70
FRANCISCO VILLARREAL	$15.85
MARTIN FLORES	$13.87
JOEY ROSALES	$15.85
JOEY RAMON	$13.87
ROGELIO GONZALEZ	$13.50
JOSE LUIS FUENTES	$13.87
TOTAL=	185.74

EQUIPMENT RATES			
Equipment	Rate per Hour	#of Hours	
Backhoe		2	$29.50
Vibratory Compactor		1	$25.00
Pneumatic Compactor		1	$29.00
Distributor Asphalt		1	$13.00
Truck Dump		2	$120.00
Grader		1	$70.00
Paver		1	$115.00
			TOTAL= $401.50

AI-46219 **Constables 8. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - LBSP (1284):
1. Authorization and approval to accept additional funding of $30,000.00 for the Local Border Security Program FY 2014 (LBSP-14) Grant Award No: LBSP-14-0030.
2. Authorization and approval to accept an extension for the Local Border Security Program FY14 (LBSP-14) (New termination date is 02/28/15).
3. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
4. Authorization to pay overtime reimbursable under the grant terms and conditions.
5. Approval of Certification of Revenues, as certified by the County Auditor, for the Local Border Security Program FY 2014 (LBSP-14).
6. Approval to appropriate funds for LBSP-14 in the amount of $30,000.00.

BACKGROUND

$46,000.00 was appropriated on March 5, 2014 under Agenda Item 43320, and $29,000.00 was appropriated on April 15, 2014 under Agenda Item 43883. Total grant award amount will be $105,000.00 with this Grant Award Notice Adjustment.
Grant period: February 12, 2014 to February 28, 2015.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1284-421-00-293-080-4-XXX

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

County fiscal/calendar year: 4
Grant fiscal year: 14
Account fiscal year: 4
Grant period: 02/12/14 to 02/28/15.

No Matching Funds Required

SEE ATTACHED APPROPRIATION OF FUNDS FOR THE CONST PCT3 LBSP FY 14.

4-1284-334-10-293-080-4-000 CONST PCT3 LBSP-REVENUES

GAN Total Amount: $105,000.00

Appropriation No.1: CC 03/05/14 AI- 43320 $46,000.00
Appropriation No.2: CC 04/15/14 AI- 43883 $29,000.00

Appropriation No.3: CC 09/09/14 AI- 46219 $30,000.00

TOTAL $105,000.00

The LBSP grant only covers FICA fringe benefits. All other fringe benefits will be reclassified to the Constable Precinct No. 3 general fund account.

Attachments

GAN

appropriation

Financial Cost Estimate

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 04:23 PM
Rosalinda Cantu	Rosie Cantu	09/03/2014 01:30 PM
Manuel Chapa	Manuel Chapa	09/03/2014 03:55 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Raquel Ramos Started On: 08/28/2014 11:40 AM

Final Approval Date: 09/05/2014

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency (THSSAA)

2014 Grant Adjustment Notice (GAN)

Recipient Name:	Hidalgo County Constable PCT3
Recipient Authorized Official and Address:	The Honorable Ramon Garcia PO Box 1356 Edinburg, Texas 78540
SAA Award Number:	LBSP-14-0030
Amount of Grant:	$105,000.00 (Total Grant Amount)
Amount of Match:	No Matching Funds Required
Grant Period:	**From:** February 12, 2014 **To: February 28, 2015**
Date of Grant Adjustment:	August 27, 2014
Adjustment Number:	2
Adjustment Type:	Increase in Funds & Performance Period Date Change
Program Title:	Local Border Security Program FY 2014 (LBSP-14)
Authority/Funding Instrument:	Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act (83rd Legislature)
CFDA:	NA – These are State Appropriated Funds
Method of Payment:	Primary method is reimbursement
Administered by:	Texas Department of Public Safety Texas Homeland Security State Administrative Agency 1033 La Posada, Suite 160 Austin, Texas 78752

Recipient Acceptance: I have read, understood and agree to this Grant Adjustment Notice consisting of this GAN and the original Award and Terms & Conditions.

AWARDING AGENCY APPROVAL	**RECIPIENT GRANT ACCEPTANCE**
Garry Jones	
Garry Jones Deputy Assistant Director, THSSAA Texas Department of Public Safety	Printed Name: Title:
Date: August 27, 2014	Date:

The signed Grant Adjustment Notice (GAN) must be returned to SAA-LBSP@dps.texas.gov on or before this **GAN Due Date:** September 26, 2014

DATE: September 8, 2014

2014
Appropriation

DEPARTMENT HEAD: Constable Pct 3 - Constable Gallardo

DEPARTMENT NAME: Constable Precinct No. 3

ACCOUNT NUMBER: 4-1284-421-00-293-080-4-XXX LBSP GRANT

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1284-421-00-293-080-4-131	CONST.PCT NO. 3- LBSP GRANT	OVERTIME	20,217.60
4-1284-421-00-293-080-4-220	CONST.PCT NO. 3- LBSP GRANT	FICA	1,546.62
4-1284-421-00-293-080-4-581	CONST.PCT NO. 3- LBSP GRANT	TRAVEL IN COUNTY	8,235.78
4-1284-334-10-293-080-4-000	CONSTABLE PCT. NO 3 LBSP- REVENUES		30,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**30,000.00**

REASON: TO APPROPRIATE ADDITIONAL FUNDS FOR THE FY-14 LBSP PROGRAM GRANT FUNDS AWARDED TO THE CONSTABLE PCT NO. 3 OFFICE BY THE TEXAS DEPARTMENT OF PUBLIC SAFETY, TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY FOR OVERTIME EXPENDITURES. GRANT PERIOD EFFECTIVE 02-12-2014 TO 02-28-2015. (GRANT AWARD NO. LBSP-14-0030).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2014

2. APPLICANT NAME: Hidalgo County Pct 3 Constable Department

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%		Total Salary & Fringe
Chief	1	$27.42	$41.13	4	2	$329.04	$25.17		$354.21
Sgt. II	1	$23.57	$35.36	4	2	$282.84	$21.64		$304.48
Sr. Deputy	3	$22.95	$34.43	4	2	$826.20	$63.20		$889.40
Sr. Deputy	2	$21.43	$32.15	4	2	$514.32	$39.35		$553.67
Sr. Deputy	1	$20.70	$31.05	4	2	$248.40	$19.00		$267.40
Deputy II	5	$19.48	$29.22	4	2	$1,168.80	$89.41		$1,258.21
								Total Personnel Estimates	**$3,627.37**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
								Total Travel & Per Diem Estimate		$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	13	95	2	$0.56	**$1,372.63**
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$1,372.63**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 6

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: BI-MONTHLY

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: 80

X

Signature of Grant Official

7. TOTAL AMOUNT OF APPLICATION

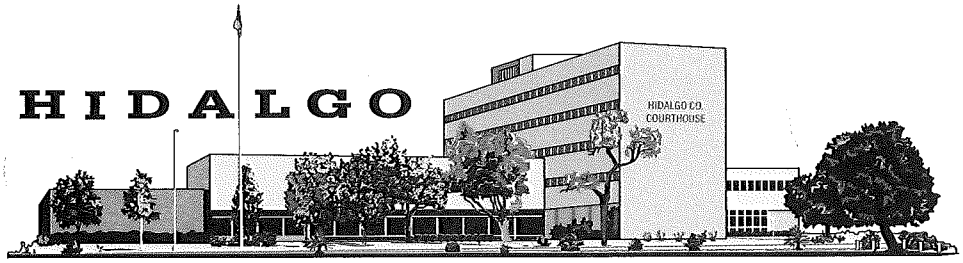
	Total Grant
a. Personnel Estimate	$21,764.22
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$8,235.78
Total Expenses	**$30,000.00**

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement: X

ONE TIME Advance Payment Request:

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

2014 SEP 8 AM 8:33
HIDALGO COUNTY
BUDGET OFFICE

September 5, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of Public Safety – Texas Homeland Security State Administrative Agency. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$30,000	Award No. LBSP-14-0030

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/5/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

AI-46388 **Auditor's Office 9. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Presentation and Acceptance of Independent Audit Report for the year ended December 31, 2013.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 04:50 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Alvaro Chuc Started On: 09/05/2014 04:08 PM

Final Approval Date: 09/05/2014

AI-46237 **District Attorney 10. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Border Prosecution Initiative/BPU (1281):
Approval to continue the payment of salaries for two (2) Assistant District Attorneys currently being paid by the Border Prosecution Unit grant pending the award of the 2014-2015 grant.

BACKGROUND

Grant was submitted and awaiting approval of grant funds. The grant funding will be from September 1, 2014 through August 31, 2015. An email will be sent the day before Commissioners' Court to find out the status of the funding.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

COUNTY CALENDAR YEAR: 2014

GRANT FISCAL YEAR PERIOD: 2014- 2015
GRANT FISCAL YEAR 2015

SALARIES AND FRINGES WILL GET CHARGED TO THE GENERAL FUND UNTIL AWARD FOR FY 2015 IS RECEIVED AND CHANGE OF STATUS FORMS ARE SUBMITTED AND PROCESSED. THE CHARGES WILL THEN BE RECLASSED INTO THE GRANT FUND.

Attachments

DABPU
Grant approval status
Current Position

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/29/2014 01:20 PM
Rosalinda Cantu	Rosie Cantu	09/03/2014 01:57 PM
Obdett Calzada	Obdett Calzada	09/04/2014 01:41 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Roy Cazares Started On: 08/29/2014 08:20 AM

Final Approval Date: 09/05/2014

From: Helen Martinez [hmartinez@governor.state.tx.us] Sent: Thu 8/28/2014 11:37 AM
To: 'roy.cazares@da.co.hidalgo.tx.us'
Cc:
Subject: RE: BPU Grand Funding for Grant # 2537804

The status is still the same. Hopefully you'll hear something soon.

Thank you,
Helen A. Martinez
Program Specialist
Office of the Governor
Criminal Justice Division

From: Roy Cazares [mailto:roy.cazares@da.co.hidalgo.tx.us]
Sent: Thursday, August 28, 2014 11:23 AM
To: Helen Martinez
Subject: BPU Grand Funding for Grant # 2537804

Hello Helen,

Could you please give me a status of the funding for the BPU grant. The currently grant funding expires on 08/31/2014 and I need to request from Commissioners Court approval to continue paying the salaries of the 2 ADAs assigned to the grant. They will want to know the status of the grant funding for the new grant.

Roy Cazares
Human Resources Coordinator
Hidalgo County District Attorney's Office
100 N. Closner, Room 303
Edinburg, TX 78539
(956) 318-2300 Ext. 758
Fax (956) 318-2078

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

BPU

From : Roy Cazares <roy.cazares@da.co.hidalgo.tx.us> Wed, Sep 03, 2014 01:40 PM
Subject : BPU 1 attachment
To : 'Rosalinda Cantu' <rosalinda.cantu@co.hidalgo.tx.us>
Reply To : roy cazares <roy.cazares@da.co.hidalgo.tx.us>

Pending Applications

10 Items Per Page Select the number of records to display per page.

Grant	Pending Messages	Current Status	Due Date	Fund Source	Grant Manager/Email	Start Date	End Date	Project Title
2537804	NewMail	Pending OOG Review [FUND HOLD]	7/25/2014	SF	Helen Martinez	9/1/2014	8/31/2015	CH-Border Prosecution Unit

Page 1

Roy Cazares
Human Resources Coordinator
Hidalgo County District Attorney's Office
100 N. Closner, Room 303
Edinburg, TX 78539
(956) 318-2300 Ext. 758
Fax (956) 318-2078

roy.cazares@da.co.hidalgo.tx.us

image001.png
18 KB

DA'S BORDER PROSECUTION INITIATIVE

CURRENT POSITIONS

4-1281-412-00-080-012-4

AI - 46237

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY III	$79,000.00	$0.00	$79,000.00	0%	$0.00	$0.00	$79,000.00	$77,920.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$80,740.00
0004	113	ASSISTANT DISTRICT ATTORNEY IV	$78,000.00	$0.00	$78,000.00	0%	$0.00	$0.00	$78,000.00	$76,420.00	$4,560.00	$0.00	$0.00	$0.00	$0.00	$80,980.00
		TOTAL	$157,000.00	$0.00	$157,000.00	-	$0.00	$0.00	$157,000.00	$154,340.00	$6,480.00	$0.00	$0.00	$900.00	$0.00	$161,720.00

Approval to continue the payment of salaries for two (2) Assistant District Attorneys currently being paid by the Border Prosecution Unit grant pending the award of the 2014-2015 grant.

AI-46358 **District Attorney 10. B.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
Rene Guerra	$3,091.50	Lodging	Reimbursement for hotel expense for 10 rooms for prosecutors that will attend the Criminal and Civil Law Update starting September 17, 2014 - September 19, 2014. Hotel will be The Pearl South Padre.

BACKGROUND

Mr. Guerra's credit card will be used to pay for hotel expenses.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-080-002-0-583

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

BUDGETARY IMPACT:

Available balance as of 9-5-14 $19,933.30

Attachments

DASeminarInfo

1

2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 10:14 AM
Manuel Chapa	Manuel Chapa	09/05/2014 04:59 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Roy Cazares Started On: 09/04/2014

Final Approval Date: 09/05/2014

TEXAS DISTRICT & COUNTY ATTORNEYS ASSOCIATION

T D C A A

Annual Criminal & Civil Law Update

South Padre Island Convention Centre

South Padre Island

September 17–19, 2014

Early registration is available Tuesday, Sept. 16, from Noon–5 p.m. at the Isla Grande Resort.

Wednesday, September 17 at the South Padre Convention Centre

8:00 a.m. Registration begins.
9:00 a.m. Rural Prosecutors' Forum (2 hours MCLE)
Moderated by Michael Fouts, 39th Judicial District Attorney, and Michael Criswell, Swisher County Attorney

General Session

1:00 p.m. Welcome, Course Introduction, & Special Recognitions
1:30 p.m. Dazed and Confused: Prosecutor Challenges after the Legalization of Marijuana
Chris Halsor, Traffic Safety Resource Prosecutor, Colorado District Attorneys' Council
2:15 p.m. CCA & SCOTUS Update
David Newell, Asst. District Attorney, Harris County
4:00 p.m. The Seven Habits of Highly Successful Prosecutors
William J. Fitzpatrick, District Attorney, Onondaga County District Attorney's Office, New York
5:00 p.m. Adjourn
5:05 p.m. TDCAA Business Meeting & Board Elections
6:00 p.m. Opening reception (provided by TDCAA) at The Pearl South Padre

Go to www.tdcaa.com/training today to register!

Breakouts on Thursday, September 18 at the Convention Centre

Electronic Evidence

8:30 a.m. Online Hacking
Rodolfo Ramirez, Asst. District Attorney, Fort Bend County

9:45 a.m. Social Media as Evidence
Patrick Wilson, County & District Attorney, Ellis County

11:00 a.m. Electronic Information: Art. 18.21
Cameron Calligan, Asst. District Attorney, Harris County

Civil Law

8:30 a.m. Legislative Update for Civil Attorneys
Deece Eckstein, Coordinator of Inter-Governmental Relations, Travis County

9:45 a.m. Tips for PIA Requests
Holly Lytle, Asst. County Attorney, El Paso County

11:00 a.m. Energy Issues Facing Counties
David Kemp, First Asst. County Attorney, Potter County

Effective Leadership

8:30 a.m. What Does an Effective Prosecutor's Office Look Like?
Bill Turner, former District Attorney, Brazos County, now with Brockett & McNeel, LLP

9:45 a.m. Employment Law for the Prosecutor Manager
Jay Aldis, Partner, Bracewell & Giuliani

11:00 a.m. Communicating and Maintaining a Consistent Message Within the Prosecutor's Office
Mark Warren, Training Coordinator, Texas Association of Counties, Austin

Special Victim Abuse

8:30 a.m. Human Trafficking
Geoff Barr, Asst. Attorney General, Austin, and Kirsta Melton, Asst. Criminal District Attorney, Bexar County

9:45 a.m. Elder Fraud
JoAnne Woodruff, Asst. Criminal District Attorney, Bexar County

11:00 a.m. Use of Experts in Child Sexual Assaults

Investigators

8:30 a.m. Lottery Investigations
Mario Valdez, Lottery Commission

9:45 a.m. Environmental Investigations
Neil Kucera, Asst. County Attorney, Travis County

11:00 a.m. Show Me the Money: Investigating Social Security & PAF Cases
Donna Hawkins, Asst. District Attorney, Harris County

Key Personnel & VACs

8:30 a.m. Life on Death Row
Texas Department of Criminal Justice staff

9:45 a.m. Parole Eligibility
Rissie Owens, Chair of the Texas Board of Pardons and Parole, Huntsville

11:00 a.m. A Judge's Responsibility to Victims
Seana Willing, Executive Director, and Erik Nielsen, Commission Counsel, State Commission on Judicial Conduct, Austin

Noon Box lunch at the Convention Centre (provided by TDCAA)

Building A Case

1:30 p.m. Grand Jury as an Investigative Tool
Kelly Blackburn, Asst. District Attorney, Montgomery County

2:45 p.m. Crime Scene Integrity
Dusty Boyd, Criminal District Attorney, Coryell County

4:00 p.m. Emerging Trends in Forensic Evidence
Richard Alpert, Asst. Criminal District Attorney, Tarrant County

Civil Law

1:30 p.m. Emergency & Disaster Relief
Lela Nicholl, Asst. County Attorney, Harris County, and Stuart Hughes, Asst. County Attorney, Montgomery County

2:45 p.m. County Contracting
Ray Rike, Asst. Criminal District Attorney, Tarrant County

4:00 p.m. Guns and the Law in Texas
John Long, Asst. Criminal District Attorney, Kaufman County, and Manuel Romero, Asst. County Attorney, El Paso County

Issues du Jour

1:30 p.m. Mandatory *Brady* Training
W. Clay Abbott, TDCAA

2:45 p.m. Michael Morton Act Panel Discussion
Moderated by TDCAA staff

4:00 p.m. Media Do's and Don'ts
K.C. Steckelberg, Director of Public Affairs, Prosecuting Attorneys Association of Michigan

Experts

1:30 p.m. Mitigation Squads
Brian Baker, Asst. District Attorney, Brazos County, and Traci Bennett, Asst. District Attorney, Harris County

2:45 p.m. Cross Examination of the Expert
Brian Baker, Asst. District Attorney, Brazos County, and Traci Bennett, Asst. District Attorney, Harris County

4:00 p.m. Mental Health: Nuances of Competency
Bradford Crockard, Asst. District Attorney, Harris County

Investigators

1:30 p.m. Social Media: Finding It
Patrick Wilson, County & District Attorney, Ellis County

2:45 p.m. Social Media: Getting It
Melissa Hightower, Chief CA Investigator, Williamson County

4:00 p.m. Social Media: Using It
Todd Smith, Chief CDA Investigator, Lubbock County

Key Personnel & VACs

1:15 p.m. VAC Regional Elections

1:30 p.m. Domestic Violence Cases & Victims
Lisa Porter and Jane Waters, Asst. District Attorneys, and Jennifer Varela, LCSW and Victim Assistance Coordinator, Harris County

2:45 p.m. Animal Cruelty
David Alex, Asst. Criminal District Attorney, Dallas County

4:00 p.m. Grants & Other Money
Jalayne Robinson, Victim Services Director, TDCAA

5:00 pm Adjourn 6:00 pm Buffet dinner (provided by TDCAA) at the Isla Grand Resort

Breakouts on Friday, September 19 at the Convention Centre

Trial Ethics

9:00 a.m. Social Media & Ethics
Scott Durfee, Asst. District Attorney, Harris County

10:45 a.m. The Role of the Prosecutor: Hollywood & Main
W. Clay Abbott, TDCAA, Austin

12:15 p.m. Adjourn

Civil Law (Ethics)

9:00 a.m. The Brumley & Rike Ethical Practice of Civil Law, Part I
Ray Rike, Asst. Criminal District Attorney, Tarrant County, and C. Scott Brumley, County Attorney, Potter County

10:45 a.m. The Brumley & Rike Ethical Practice of Civil Law, Part II

12:15 p.m. Adjourn

Investigator

9:00 a.m. Cell Phone Towers and Pings
Det. Keith Martin, City of Denton Police Department

10:45 a.m. Avoiding Burn-Out
Mark Yarbrough, former County & District Attorney, Lamb County

12:15 p.m. Adjourn

Registration: Advance registration is recommended, and **all registration is online only at www.tdcaa.com/training.** Eligible prosecutors and prosecutor office employees are entitled to attend all training and receive applicable expense reimbursement for a $175 registration fee, which will be deposited into the Court of Criminal Appeals' Texas Prosecutor Assistance Project (TPAP) account (our grant) and used to fund other TPAP training events. The reimbursement policy is below.

Association fee: A TDCAA fee of $175 is each participant's share of costs over and above what the grant allows (for example, excess costs of on-site meals and association overhead). In addition, this fee enables TDCAA to lock in discounted hotel rates for participants and entitles them to attend all association functions, including receptions Wednesday and Thursday and lunch on Thursday. Conference attendees who pay only the $175 registration fee can attend all training but are not entitled to attend association functions.

Reimbursement: TDCAA will reimburse only eligible prosecutors and prosecutor office employees up to $45 per night for Wednesday and Thursday nights at a hotel and up to $20 a day for meals not provided at the conference. TDCAA will not reimburse for travel, registration fees, hotel tax, parking, taxi costs, or other extraordinary expenses. All meals not provided by TDCAA and other expenses are your own. Associate members are not eligible for reimbursement.

CLE credit: TDCAA has received 12 hours of TCLEOSE and CLE credit, including 3 hours of ethics and 1 hour mandatory *Brady* training.

Cancellation: Registrants canceling after August 29 will not receive a refund but will be sent copies of the course materials on disk.

Hotel Information: Please make room reservations in an attendee's name, not a county or office administrator's name. If reserving more than one room, do not make all reservations in the same name. Please do not overbook hotel rooms! TDCAA is allotted a certain number of rooms at the state rate, which are surrendered by the hotel if you don't use them.

- **The Pearl South Padre:** Currently sold out. Check for any cancellations by calling 956/761-6551 by August 15, 2014. Rates are $86–149 plus tax, depending on room size.
- **Isla Grand Resort:** Currently sold out. Check for any cancellations by calling 956/761-6511 by August 19, 2014. Rates are $86 plus tax for cabanas to $170 plus tax for two-bedroom condos.
- **Hilton Garden Inn (across from Convention Centre):** TDCAA's room block is sold out Wednesday and Thursday at the group rate, but there are Monday and Tuesday nights available. Call 956/761-8700 by August 15, 2014. Rates are $86 plus tax per night.
- **La Quinta (across from Convention Centre):** Call 956/772-7000 by August 15, 2014. Rates are $86 plus tax per night.
- **Schlitterbahn Beach Resort:** Call 956/761-1160 by August 29, 2014. Rates are $86 plus tax per night.
- **The Inn at South Padre:** Call 956/761-5658 by September 7, 2014. Rates are $86 plus tax per night.
- **Travel Lodge:** Call 866/601-6200 by September 2, 2014. Rates are $69.99 plus tax per night.

The following hotels do NOT have a TDCAA contracted block, but they are nice properties that you are welcome to use at your own discretion:

- **Holiday Inn Express:** Book online or call 888/465-4329 or direct at 956/761-8844.
- **Palms Resort:** 956/761-1316.
- **La Copa Inn:** 956/761-6000.

This program is funded by a grant from the Texas Court of Criminal Appeals and by the Texas District and County Attorneys Association.

Texas District & County Attorneys Association
505 W. 12th St., Ste. 100
Austin TX 78701
RETURN SERVICE REQUESTED

PRSRT STD
U.S. POSTAGE PAID
PERMIT NO. 1501
AUSTIN, TX

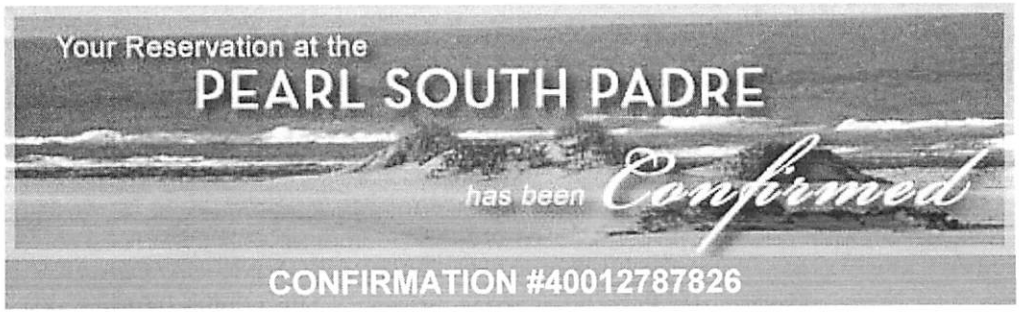
Rooms for Prosecutors Reg 26 3036

Roxana Segovia

From: Pearl South Padre [reservations@pearlsouthpadre.com]
Sent: Wednesday, September 18, 2013 5:34 PM
To: ROXANA.SEGOVIA@DA.CO.HIDALGO.TX.US
Subject: Pearl South Padre Reservation Confirmation 40012787826

PEARL
SOUTH PADRE

Hotel Home | Local Information | Directions | Modify Reservation



CONFIRMATION #40012787826

Pearl South Padre
310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6552
Driving Directions to the Hotel >

GUEST
Rene Guerra
100 N CLOSNER BLVD FL 3RD
EDINBURG TX US 78539

ARRIVING:	DEPARTING:
09/16/2014	09/19/2014

CHECK IN TIME:	CHECK OUT TIME:
3:00 PM	12:00 PM

ROOM RATE
Tdcaa 2014 Annua
Criminal & Civi

3 nights	90.00 USD
Subtotal (3 nights)	270.00 USD
Taxes	39.15 USD
Resort Charge	0.00 USD
Grand Total	**309.15 USD**

Additional charges may apply
Read complete terms and conditions

ACCOMMODATIONS
282 sq ft; Patio/Balcony, 37" LCD TV, Partial ocean view. **Classic Deluxe Room with Double Beds**
Warm rays of sunshine and tropical breezes await you

Features:
·268 sq. ft. room accommodations
·Partial views of the island and Gulf of Mexico available
·37" LCD television with cable channels and Video on Demand
·High-speed internet access
·Patio/Balcony with table and chairs
·Refrigerator in room

NUMBER OF GUESTS
2 Adult(s) 0 Child(ren)

GUARANTEE

Deposit not required

CANCELLATION: Cancel by 12PM on 09/13/2014 to avoid $103.05 penalty.

If you have a question about this reservation please contact us by phone 1-855-887-3275 or send us email at reservations@pearlsouthpadre.com. You can obtain more information regarding Pearl South Padre from our website. We thank you for your patronage and wish you a pleasant stay at the **Pearl South Padre**. Other customer requests will be confirmed at check-in.

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Sent: Wednesday, September 18, 2013 5:35 PM
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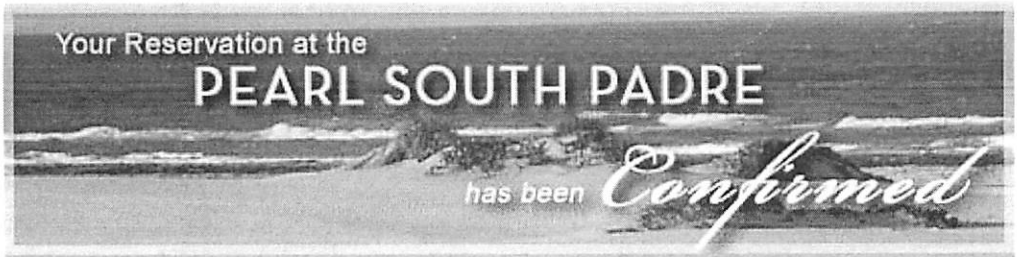
Subject: Pearl South Padre Reservation Confirmation 40012787827

PEARL

Hotel Home | Local Information | Directions | Modify Reservation



CONFIRMATION #40012787827

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310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6552
Driving Directions to the Hotel >

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From: Pearl South Padre [reservations@pearlsouthpadre.com]
Sent: Wednesday, September 18, 2013 5:37 PM
To: roxana.segovia@da.co.hidalgo.tx.us
Subject: Pearl South Padre Reservation Confirmation 40012787828

PEARL

Hotel Home | Local Information | Directions | Modify Reservation

CONFIRMATION #40012787828

Pearl South Padre
310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6552
Driving Directions to the Hotel >

GUEST
Roxana Segovia
100 N CLOSNER BLVD
EDINBURG TX US 78539

ARRIVING:	DEPARTING:
09/16/2014	09/19/2014

CHECK IN TIME:	CHECK OUT TIME:
3:00 PM	12:00 PM

ROOM RATE
Tdcaa 2014 Annua
Criminal & Civi

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Sent: Wednesday, September 18, 2013 5:40 PM
To: roxana.segovia@da.co.hidalgo.tx.us
Subject: Pearl South Padre Reservation Confirmation 40012787833

PEARL

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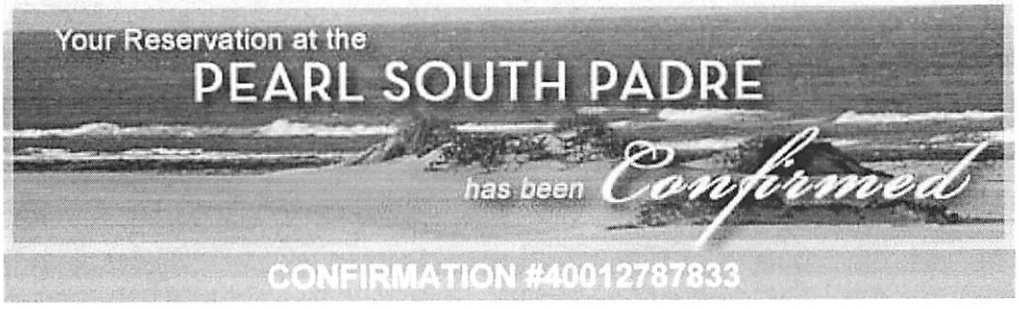

CONFIRMATION #40012787833

Pearl South Padre
310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6552
Driving Directions to the Hotel >

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100 N CLOSNER BLVD
EDINBURG TX US 78539

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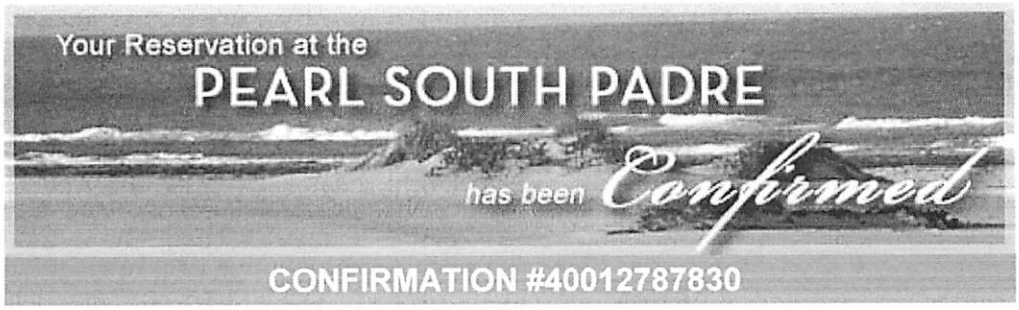
From: Pearl South Padre [reservations@pearlsouthpadre.com]
Sent: Wednesday, September 18, 2013 5:42 PM
To: roxana.segovia@da.co.hidalgo.tx.us
Subject: Pearl South Padre Reservation Confirmation 40012787830

PEARL
SOUTH PADRE

Hotel Home | Local Information | Directions | Modify Reservation



CONFIRMATION #40012787830

Pearl South Padre
310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6552
Driving Directions to the Hotel >

GUEST
Roxana Segovia
100 N CLOSNER BLVD
EDINBURG TX US 78539

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09/16/2014	09/19/2014

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Tdcaa 2014 Annua
Criminal & Civi

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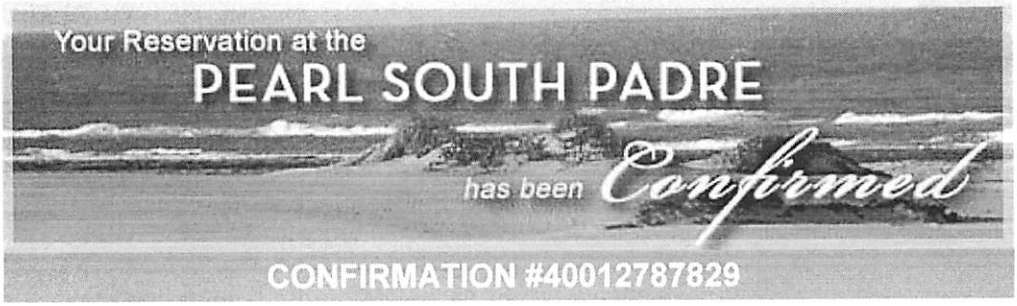
Roxana Segovia

From: Pearl South Padre [reservations@pearlsouthpadre.com]
Sent: Wednesday, October 02, 2013 9:55 AM
To: roxana.segovia@da.co.hidalgo.tx.us
Subject: Pearl South Padre Reservation Confirmation 40012787829

PEARL
SOUTH PADRE

Hotel Home | Local Information | Directions | Modify Reservation



CONFIRMATION #40012787829

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GUEST
Roy Cazares
201 NORTH 17TH AVENUE
Edinburg TX US 78541

ARRIVING:	DEPARTING:
09/16/2014	09/19/2014

CHECK IN TIME:	CHECK OUT TIME:
3:00 PM	12:00 PM

ROOM RATE
Tdcaa 2014 Annua
Criminal & Civi

3 nights	90.00 USD
Subtotal (3 nights)	270.00 USD
Taxes	39.15 USD
Resort Charge	0.00 USD
Grand Total	**309.15 USD**

Additional charges may apply
Read complete terms and conditions

ACCOMMODATIONS
282 sq ft; Patio/Balcony, 37" LCD TV, Partial ocean view. **Classic Deluxe Room with Double Beds**
Warm rays of sunshine and tropical breezes await you

Features:
·268 sq. ft. room accommodations
·Partial views of the island and Gulf of Mexico available
·37" LCD television with cable channels and Video on Demand
·High-speed internet access
·Patio/Balcony with table and chairs
·Refrigerator in room

NUMBER OF GUESTS
2 Adult(s) 0 Child(ren)

GUARANTEE

Deposit not required

CANCELLATION: Cancel by 12PM on 09/13/2014 to avoid $103.05 penalty.

If you have a question about this reservation please contact us by phone 1-855-887-3275 or send us email at reservations@pearlsouthpadre.com. You can obtain more information regarding Pearl South Padre from our website. We thank you for your patronage and wish you a pleasant stay at the **Pearl South Padre**. Other customer requests will be confirmed at check-in.

All guest policies, terms & conditions, and privacy policies are listed on our website at www.pearlsouthpadre.com.

©2013 Pearl South Padre. All Rights Reserved.

Roxana Segovia

From: Pearl South Padre [reservations@pearlsouthpadre.com]
Sent: Wednesday, October 02, 2013 9:56 AM
To: roxana.segovia@da.co.hidalgo.tx.us
Subject: Pearl South Padre Reservation Confirmation 40012787832

PEARL

Hotel Home | Local Information | Directions | Modify Reservation

CONFIRMATION #40012787832

Pearl South Padre
310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6552
Driving Directions to the Hotel >

GUEST
Roy Cazares
201 NORTH 17TH AVENUE
Edinburg TX US 78541

ARRIVING:	DEPARTING:
09/16/2014	09/19/2014

CHECK IN TIME:	CHECK OUT TIME:
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Deposit not required

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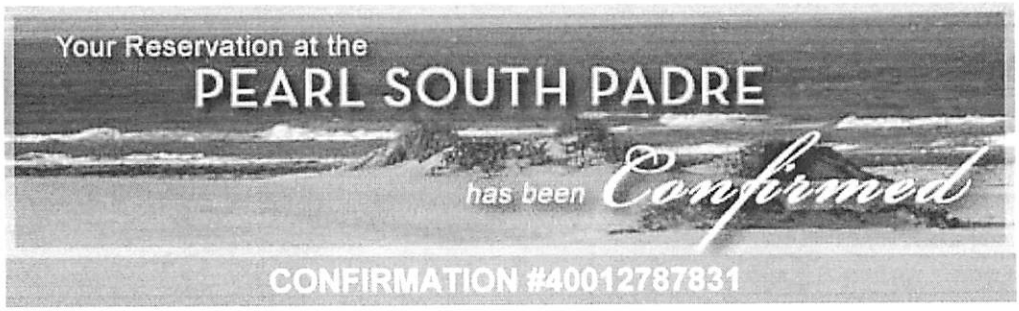
Roxana Segovia

From: Pearl South Padre [reservations@pearlsouthpadre.com]
Sent: Wednesday, October 02, 2013 9:56 AM
To: roxana.segovia@da.co.hidalgo.tx.us
Subject: Pearl South Padre Reservation Confirmation 40012787831

PEARL

Hotel Home | Local Information | Directions | Modify Reservation



CONFIRMATION #40012787831

Pearl South Padre
310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6552
Driving Directions to the Hotel >

GUEST
Roy Cazares
201 NORTH 17TH AVENUE
Edinburg TX US 78541

ARRIVING:	DEPARTING:
09/16/2014	09/19/2014

CHECK IN TIME:	CHECK OUT TIME:
3:00 PM	12:00 PM

ROOM RATE
Tdcaa 2014 Annua
Criminal & Civi

3 nights	90.00 USD
Subtotal (3 nights)	270.00 USD
Taxes	39.15 USD
Resort Charge	0.00 USD
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·37" LCD television with cable channels and Video on Demand
·High-speed internet access
·Patio/Balcony with table and chairs
·Refrigerator in room

NUMBER OF GUESTS
2 Adult(s) 0 Child(ren)

GUARANTEE

Deposit not required

CANCELLATION: Cancel by 12PM on 09/13/2014 to avoid $103.05 penalty.

If you have a question about this reservation please contact us by phone 1-855-887-3275 or send us email at reservations@pearlsouthpadre.com. You can obtain more information regarding Pearl South Padre from our website. We thank you for your patronage and wish you a pleasant stay at the **Pearl South Padre**. Other customer requests will be confirmed at check-in.

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Roxana Segovia

From: Pearl South Padre [reservations@pearlsouthpadre.com]
Sent: Wednesday, October 02, 2013 9:57 AM
To: roxana.segovia@da.co.hidalgo.tx.us
Subject: Pearl South Padre Reservation Confirmation 40012788184

PEARL
SOUTH PADRE

Hotel Home | Local Information | Directions | Modify Reservation

CONFIRMATION #40012788184

Pearl South Padre
310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6552
Driving Directions to the Hotel >

GUEST
Homer Vasquez
Edinburg TX US 78539

ARRIVING:	**DEPARTING:**
09/16/2014	09/19/2014
CHECK IN TIME:	**CHECK OUT TIME:**
3:00 PM	12:00 PM

ROOM RATE
Tdcaa 2014 Annua
Criminal & Civi

3 nights	90.00 USD
Subtotal (3 nights)	270.00 USD
Taxes	39.15 USD
Resort Charge	0.00 USD
Grand Total	**309.15 USD**

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·High-speed internet access
·Patio/Balcony with table and chairs
·Refrigerator in room

NUMBER OF GUESTS
1 Adult(s) 0 Child(ren)

GUARANTEE

Deposit not required

CANCELLATION: Cancel by 12PM on 09/13/2014 to avoid $103.05 penalty.

If you have a question about this reservation please contact us by phone 1-855-887-3275 or send us email at reservations@pearlsouthpadre.com. You can obtain more information regarding Pearl South Padre from our website. We thank you for your patronage and wish you a pleasant stay at the **Pearl South Padre**. Other customer requests will be confirmed at check-in.

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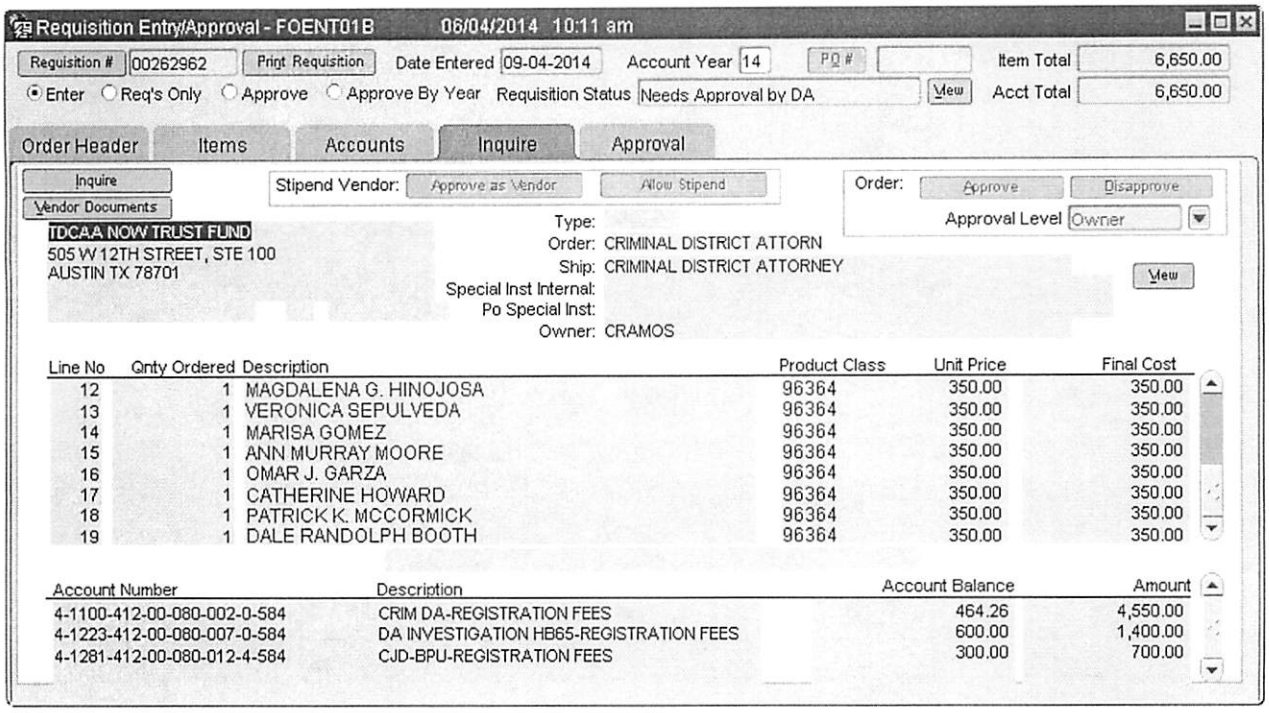
Requisition Entry/Approval - FOENT01B 06/04/2014 10:11 am

Requisition # 00262962 | Print Requisition | Date Entered 09-04-2014 | Account Year 14 | PO # | Item Total 6,650.00

Enter | Req's Only | Approve | Approve By Year | Requisition Status: Needs Approval by DA | View | Acct Total 6,650.00

Order Header | Items | Accounts | Inquire | Approval

Inquire | Vendor Documents | Stipend Vendor: Approve as Vendor | Allow Stipend | Order: Approve | Disapprove | Approval Level: Owner

TDCAA NOW TRUST FUND
505 W 12TH STREET, STE 100
AUSTIN TX 78701

Type:
Order: CRIMINAL DISTRICT ATTORN
Ship: CRIMINAL DISTRICT ATTORNEY
Special Inst Internal:
Po Special Inst:
Owner: CRAMOS

View

Line No	Qnty Ordered	Description	Product Class	Unit Price	Final Cost
12	1	MAGDALENA G. HINOJOSA	96364	350.00	350.00
13	1	VERONICA SEPULVEDA	96364	350.00	350.00
14	1	MARISA GOMEZ	96364	350.00	350.00
15	1	ANN MURRAY MOORE	96364	350.00	350.00
16	1	OMAR J. GARZA	96364	350.00	350.00
17	1	CATHERINE HOWARD	96364	350.00	350.00
18	1	PATRICK K. MCCORMICK	96364	350.00	350.00
19	1	DALE RANDOLPH BOOTH	96364	350.00	350.00

Account Number	Description	Account Balance	Amount
4-1100-412-00-080-002-0-584	CRIM DA-REGISTRATION FEES	464.26	4,550.00
4-1223-412-00-080-007-0-584	DA INVESTIGATION HB65-REGISTRATION FEES	600.00	1,400.00
4-1281-412-00-080-012-4-584	CJD-BPU-REGISTRATION FEES	300.00	700.00

9/4/2014

Mr. G Registration Req# 26 2964

Reg 26 29162 (20)

TDCAA
Texas District & County Attorneys Association

2014 Annual Criminal & Civil Law Update

To edit a record, click on the name of the attendee you wish to edit. To delete a record, click on the check box to the left of the attendee's name.

The attendees below have been added but not yet confirmed. To register another, click the "Add Another" button. To finish and complete all registrations, click the "Checkout" button.

Attendee Registrations			
Click to Delete	Name	Firm	Total Due
☐	Devino, Glenn William	Hidalgo	350.00
☐	Morris, Michael Weston	Hidalgo	350.00
☐	Hake, Theodore Charles	Hidalgo	350.00
☐	Davis, Timothy Audrey	Hidalgo	350.00
☐	Salinas, Belinda Veronica	Hidalgo	350.00
☐	Estrada-Carrasco, Catherine Gabriela	Hidalgo	350.00
☐	Rodriguez, Nicole Lee	Hidalgo	350.00
☐	Rosa, Yvonne	Hidalgo	350.00
☐	Hernandez, Hector	Hidalgo	350.00
☐	Zamora, Joaquin Javier	Hidalgo	350.00
☐	Orendain, Joseph L.	Hidalgo	350.00
☐	Hinojosa, Magdalena G.	Hidalgo	350.00
☐	Sepulveda, Veronica Lynn	Hidalgo	350.00
☐	McCormick, Patrick Kelley	Hidalgo	350.00
☐	Gomez, Marisa	Hidalgo	350.00
☐	Moore, Ann Murray	Hidalgo	350.00

☐	Booth, Dale Randolph	Hidalgo	350.00
☐	~~Auger, Monica Barron~~	Hidalgo	350.00
☐	Garza, Omar Jaime	Hidalgo	350.00

not attending

[Add Another] To register another, click here.

[Checkout] After you have added all of your attendee information, click on Checkout to proceed to the payment page.

[Cancel]

Texas District & County Attorneys Association - 505 W. 12th St., Ste 100 - Austin, TX 78701 - 512-474-2436

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Developed by The Semarca Corporation

GF-584- $5,000

13= $4,550

Investigation

4-1223-412-00-080-007-0-584

BPU

4-1281-412-00-080-012-4-584

TDCAA
Texas District & County Attorneys Association

2014 Annual Criminal & Civil Law Update

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Attendee Registrations			
Click to Delete	Name	Firm	Total Due
☐	Howard, Catherine A.	Hidalgo	350.00

[Add Another] To register another, click here.

[Checkout] After you have added all of your attendee information, click on Checkout to proceed to the payment page.

[Cancel]

Texas District & County Attorneys Association - 505 W. 12th St., Ste 100 - Austin, TX 78701 - 512-474-2436

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Developed by The Semarca Corporation

AI-46357 **District Attorney 10. C.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
TDCAA	$350.00	Registration	Criminal and Civil Law Update Seminare - 09/16/2014 - 09/19/2014 - South Padre Island
Rene Guerra	$86.24	Mileage	Travel from Edinburg to South Padre Island and back to Edinburg
Rene Guerra	$309.15	Lodging	Hotel stay at The Pearl South
Rene Guerra	$147.00	Meals	Meals

BACKGROUND

Mr. Guerra's credit card will be used to pay for hotel expenses.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-080-002-0-583/584

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

BUDGETARY IMPACT:

Available balance as of 9-5-14 in the following object codes:
583 $19,933.30
584 $ 5,014.26

Attachments

DASeminarinfo

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 10:13 AM
Manuel Chapa	Manuel Chapa	09/05/2014 02:09 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Roy Cazares Started On: 09/04/2014

Final Approval Date: 09/05/2014

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 09/04/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: DISTRICT ATTORNEY

NAME & TITLE OF EMPLOYEE(S) TRAVELING: RENE A. GUERRA

EVENT INFORMATION

TITLE OF EVENT: CRIMINAL AND CIVIL LAW UPDATE

EVENT DATE(S) FROM: 09/17/14 TO: 09/19/14

DEPARTURE DATE: 09/16/14 RETURN DATE: 09/19/14

LOCATION OF EVENT: CITY: SOUTH PADRE ISLAND STATE: TX

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.
_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
__X__ To participate in professional organizations related to the employee or official's job assignment.
_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
_____ To pursue the County's interests in litigation or criminal justice.
_____ To promote the economic development interests of the County.
_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 350.00	
Subtotal for Object Code 584	$ 350.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ 86.24	
8. TELEPHONE CALLS		
9. PARKING	$ -	
10. LODGING	$ 309.15	
11. MEALS	$ 147.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 542.39	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 892.39	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	X
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

__X__ Trip expenses are necessary and will be incurred for official county business.
__X__ Reasonable efforts to minimize the use of county funds have been explored.
__X__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

TEXAS DISTRICT & COUNTY ATTORNEYS ASSOCIATION

T D C A A

Annual Criminal & Civil Law Update

South Padre Island Convention Centre

South Padre Island
September 17–19, 2014

Early registration is available Tuesday, Sept. 16, from Noon–5 p.m. at the Isla Grande Resort.

Wednesday, September 17 at the South Padre Convention Centre

8:00 a.m. **Registration begins.**
9:00 a.m. **Rural Prosecutors' Forum (2 hours MCLE)**
Moderated by Michael Fouts, 39th Judicial District Attorney, and Michael Criswell, Swisher County Attorney

General Session

1:00 p.m. **Welcome, Course Introduction, & Special Recognitions**
1:30 p.m. **Dazed and Confused: Prosecutor Challenges after the Legalization of Marijuana**
Chris Halsor, Traffic Safety Resource Prosecutor, Colorado District Attorneys' Council
2:15 p.m. **CCA & SCOTUS Update**
David Newell, Asst. District Attorney, Harris County
4:00 p.m. **The Seven Habits of Highly Successful Prosecutors**
William J. Fitzpatrick, District Attorney, Onondaga County District Attorney's Office, New York
5:00 p.m. **Adjourn**
5:05 p.m. **TDCAA Business Meeting & Board Elections**
6:00 p.m. **Opening reception (provided by TDCAA) at The Pearl South Padre**

Go to www.tdcaa.com/training today to register!

Breakouts on Thursday, September 18 at the Convention Centre

Electronic Evidence

8:30 a.m. Online Hacking
Rodolfo Ramirez, Asst. District Attorney, Fort Bend County

9:45 a.m. Social Media as Evidence
Patrick Wilson, County & District Attorney, Ellis County

11:00 a.m. Electronic Information: Art. 18.21
Cameron Calligan, Asst. District Attorney, Harris County

Civil Law

8:30 a.m. Legislative Update for Civil Attorneys
Deece Eckstein, Coordinator of Inter-Governmental Relations, Travis County

9:45 a.m. Tips for PIA Requests
Holly Lytle, Asst. County Attorney, El Paso County

11:00 a.m. Energy Issues Facing Counties
David Kemp, First Asst. County Attorney, Potter County

Effective Leadership

8:30 a.m. What Does an Effective Prosecutor's Office Look Like?
Bill Turner, former District Attorney, Brazos County, now with Brockett & McNeel, LLP

9:45 a.m. Employment Law for the Prosecutor Manager
Jay Aldis, Partner, Bracewell & Giuliani

11:00 a.m. Communicating and Maintaining a Consistent Message Within the Prosecutor's Office
Mark Warren, Training Coordinator, Texas Association of Counties, Austin

Special Victim Abuse

8:30 a.m. Human Trafficking
Geoff Barr, Asst. Attorney General, Austin, and Kirsta Melton, Asst. Criminal District Attorney, Bexar County

9:45 a.m. Elder Fraud
JoAnne Woodruff, Asst. Criminal District Attorney, Bexar County

11:00 a.m. Use of Experts in Child Sexual Assaults

Investigators

8:30 a.m. Lottery Investigations
Mario Valdez, Lottery Commission

9:45 a.m. Environmental Investigations
Neil Kucera, Asst. County Attorney, Travis County

11:00 a.m. Show Me the Money: Investigating Social Security & PAF Cases
Donna Hawkins, Asst. District Attorney, Harris County

Key Personnel & VACs

8:30 a.m. Life on Death Row
Texas Department of Criminal Justice staff

9:45 a.m. Parole Eligibility
Rissie Owens, Chair of the Texas Board of Pardons and Parole, Huntsville

11:00 a.m. A Judge's Responsibility to Victims
Seana Willing, Executive Director, and Erik Nielsen, Commission Counsel, State Commission on Judicial Conduct, Austin

Noon Box lunch at the Convention Centre (provided by TDCAA)

Building A Case

1:30 p.m. Grand Jury as an Investigative Tool
Kelly Blackburn, Asst. District Attorney, Montgomery County

2:45 p.m. Crime Scene Integrity
Dusty Boyd, Criminal District Attorney, Coryell County

4:00 p.m. Emerging Trends in Forensic Evidence
Richard Alpert, Asst. Criminal District Attorney, Tarrant County

Civil Law

1:30 p.m. Emergency & Disaster Relief
Lela Nicholl, Asst. County Attorney, Harris County, and Stuart Hughes, Asst. County Attorney, Montgomery County

2:45 p.m. County Contracting
Ray Rike, Asst. Criminal District Attorney, Tarrant County

4:00 p.m. Guns and the Law in Texas
John Long, Asst. Criminal District Attorney, Kaufman County, and Manuel Romero, Asst. County Attorney, El Paso County

Issues du Jour

1:30 p.m. Mandatory *Brady* Training
W. Clay Abbott, TDCAA

2:45 p.m. Michael Morton Act Panel Discussion
Moderated by TDCAA staff

4:00 p.m. Media Do's and Don'ts
K.C. Steckelberg, Director of Public Affairs, Prosecuting Attorneys Association of Michigan

Experts

1:30 p.m. Mitigation Squads
Brian Baker, Asst. District Attorney, Brazos County, and Traci Bennett, Asst. District Attorney, Harris County

2:45 p.m. Cross Examination of the Expert
Brian Baker, Asst. District Attorney, Brazos County, and Traci Bennett, Asst. District Attorney, Harris County

4:00 p.m. Mental Health: Nuances of Competency
Bradford Crockard, Asst. District Attorney, Harris County

Investigators

1:30 p.m. Social Media: Finding It
Patrick Wilson, County & District Attorney, Ellis County

2:45 p.m. Social Media: Getting It
Melissa Hightower, Chief CA Investigator, Williamson County

4:00 p.m. Social Media: Using It
Todd Smith, Chief CDA Investigator, Lubbock County

Key Personnel & VACs

1:15 p.m. VAC Regional Elections

1:30 p.m. Domestic Violence Cases & Victims
Lisa Porter and Jane Waters, Asst. District Attorneys, and Jennifer Varela, LCSW and Victim Assistance Coordinator, Harris County

2:45 p.m. Animal Cruelty
David Alex, Asst. Criminal District Attorney, Dallas County

4:00 p.m. Grants & Other Money
Jalayne Robinson, Victim Services Director, TDCAA

5:00 pm Adjourn 6:00 pm Buffet dinner (provided by TDCAA) at the Isla Grand Resort

Breakouts on Friday, September 19 at the Convention Centre

Trial Ethics

9:00 a.m. Social Media & Ethics
Scott Durfee, Asst. District Attorney, Harris County

10:45 a.m. The Role of the Prosecutor: Hollywood & Main
W. Clay Abbott, TDCAA, Austin

12:15 p.m. Adjourn

Civil Law (Ethics)

9:00 a.m. The Brumley & Rike Ethical Practice of Civil Law, Part I
Ray Rike, Asst. Criminal District Attorney, Tarrant County, and C. Scott Brumley, County Attorney, Potter County

10:45 a.m. The Brumley & Rike Ethical Practice of Civil Law, Part II

12:15 p.m. Adjourn

Investigator

9:00 a.m. Cell Phone Towers and Pings
Det. Keith Martin, City of Denton Police Department

10:45 a.m. Avoiding Burn-Out
Mark Yarbrough, former County & District Attorney, Lamb County

12:15 p.m. Adjourn

Registration: Advance registration is recommended, and **all registration is online only at www.tdcaa.com/training.** Eligible prosecutors and prosecutor office employees are entitled to attend all training and receive applicable expense reimbursement for a $175 registration fee, which will be deposited into the Court of Criminal Appeals' Texas Prosecutor Assistance Project (TPAP) account (our grant) and used to fund other TPAP training events. The reimbursement policy is below.

Association fee: A TDCAA fee of $175 is each participant's share of costs over and above what the grant allows (for example, excess costs of on-site meals and association overhead). In addition, this fee enables TDCAA to lock in discounted hotel rates for participants and entitles them to attend all association functions, including receptions Wednesday and Thursday and lunch on Thursday. Conference attendees who pay only the $175 registration fee can attend all training but are not entitled to attend association functions.

Reimbursement: TDCAA will reimburse only eligible prosecutors and prosecutor office employees up to $45 per night for Wednesday and Thursday nights at a hotel and up to $20 a day for meals not provided at the conference. TDCAA will not reimburse for travel, registration fees, hotel tax, parking, taxi costs, or other extraordinary expenses. All meals not provided by TDCAA and other expenses are your own. Associate members are not eligible for reimbursement.

CLE credit: TDCAA has received 12 hours of TCLEOSE and CLE credit, including 3 hours of ethics and 1 hour mandatory *Brady* training.

Cancellation: Registrants canceling after August 29 will not receive a refund but will be sent copies of the course materials on disk.

Hotel Information: Please make room reservations in an attendee's name, not a county or office administrator's name. If reserving more than one room, do not make all reservations in the same name. Please do not overbook hotel rooms! TDCAA is allotted a certain number of rooms at the state rate, which are surrendered by the hotel if you don't use them.

- **The Pearl South Padre:** Currently sold out. Check for any cancellations by calling 956/761-6551 by August 15, 2014. Rates are $86–149 plus tax, depending on room size.
- **Isla Grand Resort:** Currently sold out. Check for any cancellations by calling 956/761-6511 by August 19, 2014. Rates are $86 plus tax for cabanas to $170 plus tax for two-bedroom condos.
- **Hilton Garden Inn (across from Convention Centre):** TDCAA's room block is sold out Wednesday and Thursday at the group rate, but there are Monday and Tuesday nights available. Call 956/761-8700 by August 15, 2014. Rates are $86 plus tax per night.
- **La Quinta (across from Convention Centre):** Call 956/772-7000 by August 15, 2014. Rates are $86 plus tax per night.
- **Schlitterbahn Beach Resort:** Call 956/761-1160 by August 29, 2014. Rates are $86 plus tax per night.
- **The Inn at South Padre:** Call 956/761-5658 by September 7, 2014. Rates are $86 plus tax per night.
- **Travel Lodge:** Call 866/601-6200 by September 2, 2014. Rates are $69.99 plus tax per night.

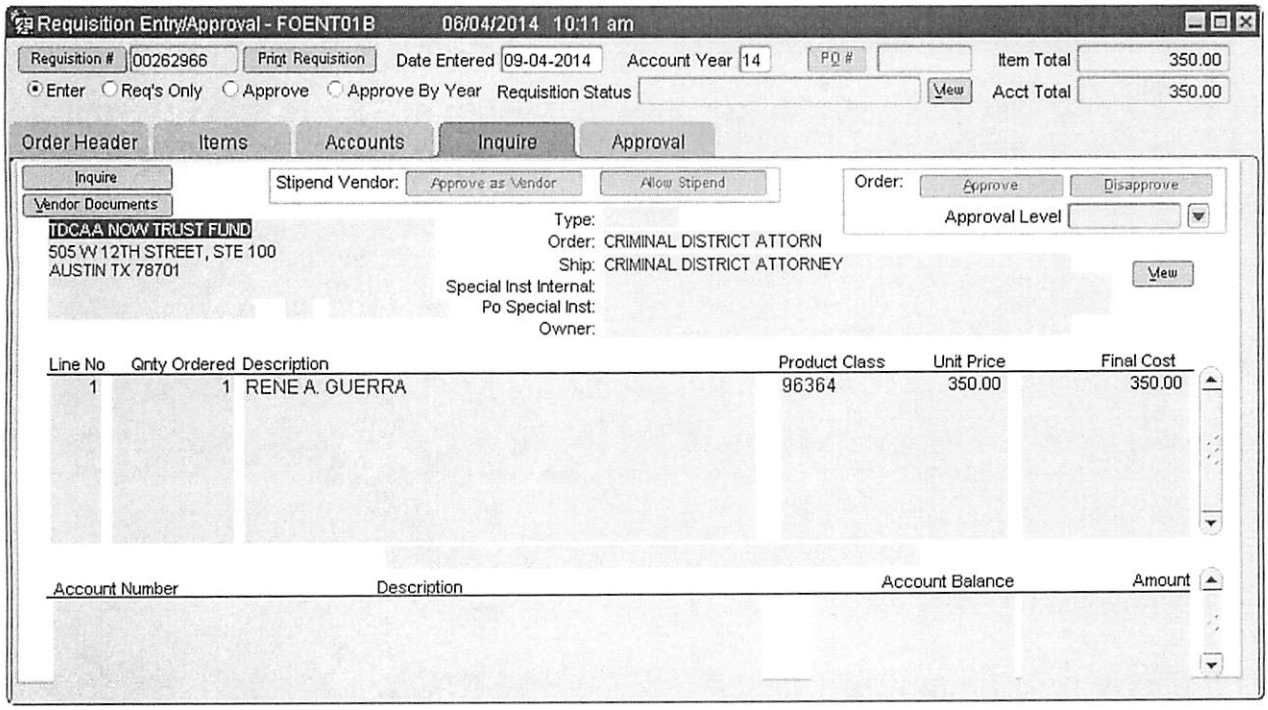
The following hotels do NOT have a TDCAA contracted block, but they are nice properties that you are welcome to use at your own discretion:

- **Holiday Inn Express:** Book online or call 888/465-4329 or direct at 956/761-8844.
- **Palms Resort:** 956/761-1316.
- **La Copa Inn:** 956/761-6000.

This program is funded by a grant from the Texas Court of Criminal Appeals and by the Texas District and County Attorneys Association.

Texas District & County Attorneys Association
505 W. 12th St., Ste. 100
Austin TX 78701
RETURN SERVICE REQUESTED

PRSRT STD
U.S. POSTAGE PAID
PERMIT NO. 1501
AUSTIN, TX


Requisition Entry/Approval - FOENT01B 06/04/2014 10:11 am
Requisition # 00262966
Print Requisition
Date Entered 09-04-2014
Account Year 14
PO #
Item Total 350.00
Enter Req's Only Approve Approve By Year
Requisition Status
View
Acct Total 350.00
Order Header
Items
Accounts
Inquire
Approval
Inquire
Vendor Documents
Stipend Vendor:
Approve as Vendor
Allow Stipend
Order:
Approve
Disapprove
Approval Level
TDCAA NOW TRUST FUND
505 W 12TH STREET, STE 100
AUSTIN TX 78701
Type:
Order: CRIMINAL DISTRICT ATTORN
Ship: CRIMINAL DISTRICT ATTORNEY
Special Inst Internal:
Po Special Inst:
Owner:
View
Line No
Qnty Ordered
Description
Product Class
Unit Price
Final Cost
1
1
RENE A. GUERRA
96364
350.00
350.00
Account Number
Description
Account Balance
Amount

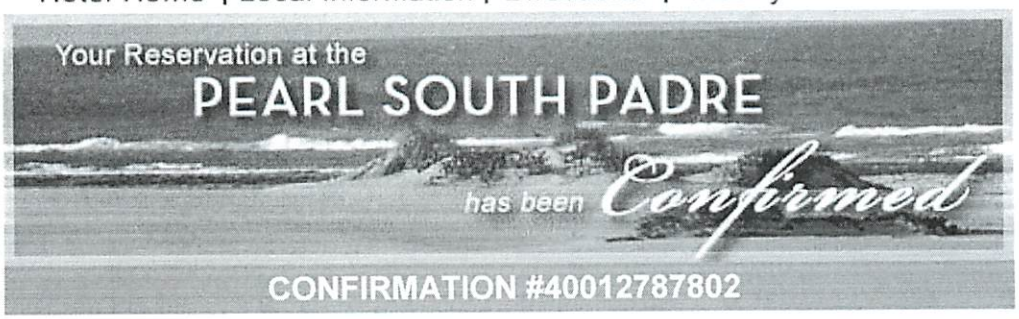
Roxana Segovia

From: Pearl South Padre [reservations@pearlsouthpadre.com]
Sent: Wednesday, September 18, 2013 5:33 PM
To: ROXANA.SEGOVIA@DA.CO.HIDALGO.TX.US
Subject: Pearl South Padre Reservation Confirmation 40012787802

Confirmed 8/2014

PEARL
SOUTH PADRE

Hotel Home | Local Information | Directions | Modify Reservation



CONFIRMATION #40012787802

Pearl South Padre
310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6552
Driving Directions to the Hotel >

GUEST
Rene Guerra
100 N CLOSNER BLVD FL 3RD
EDINBURG TX US 78539

ARRIVING:	DEPARTING:
09/16/2014	09/19/2014

CHECK IN TIME:	CHECK OUT TIME:
3:00 PM	12:00 PM

ROOM RATE
Tdcaa 2014 Annua
Criminal & Civi

3 nights	90.00 USD
Subtotal (3 nights)	270.00 USD
Taxes	39.15 USD
Resort Charge	0.00 USD
Grand Total	**309.15 USD**

Additional charges may apply
Read complete terms and conditions

ACCOMMODATIONS
282 sq ft; Patio/Balcony, 37" LCD TV, Partial ocean view. **Classic Deluxe Room with Double Beds**
Warm rays of sunshine and tropical breezes await you

Features:
·268 sq. ft. room accommodations
·Partial views of the island and Gulf of Mexico available
·37" LCD television with cable channels and Video on Demand
·High-speed internet access
·Patio/Balcony with table and chairs
·Refrigerator in room

NUMBER OF GUESTS
2 Adult(s) 0 Child(ren)

GUARANTEE

Deposit not required

CANCELLATION: Cancel by 12PM on 09/13/2014 to avoid $103.05 penalty.

If you have a question about this reservation please contact us by phone 1-855-887-3275 or send us email at reservations@pearlsouthpadre.com. You can obtain more information regarding Pearl South Padre from our website. We thank you for your patronage and wish you a pleasant stay at the **Pearl South Padre**. Other customer requests will be confirmed at check-in.

All guest policies, terms & conditions, and privacy policies are listed on our website at www.pearlsouthpadre.com.

©2013 Pearl South Padre. All Rights Reserved.

AI-46312 **Sheriff's Office 11. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Local Border Security Program FY 14 (1284):
Authorization and approval to accept an extension for the Local Border Security Program FY 14 (LBSP-14) (New termination date is 2/28/15).

BACKGROUND

Grant Number: LBSP-14-0032 (Prior termination date 8/31/14).

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1284-421-00-280-080-4-XXX

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

BUDGETARY IMPACT:

Initial grant period: 02/12/14 to 08/31/14
New termination date is 2/28/15.
No budgetary impact.
Grant award amount: $174,676.00
Grant award #: LBSP-14-0032

Approval to apply: AI-41852 CC 11/26/13
Approval to accept award: AI-43215 CC 02/25/14

Revenue acct. 4-1284-334-10-280-080-4-000 Local Border Security Program FY2014

Note: Expenses relating to Health Insurance, Life Insurance, Workers comp., Retirement and Unemployment comp. assigned to the overtime hours are to be charged to the Sheriff's Budget (Account # 4-1100-421-00-280-001-0-XXX).

Attachments

GAN

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/03/2014 03:57 PM
Budget & Management	Debbie Tamez	09/04/2014 08:39 AM
Rosalinda Cantu	Rosie Cantu	09/05/2014 09:34 AM
Manuel Chapa	Manuel Chapa	09/05/2014 11:03 AM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/03/2014

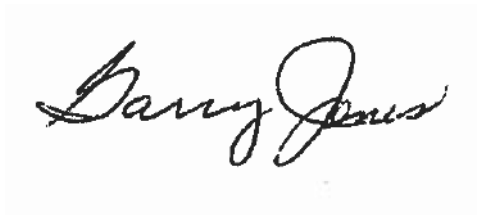
Final Approval Date: 09/05/2014

The HonorableTexas Department of Public Safety
Texas Homeland Security State Administrative Agency (THSSAA)

2014 Grant Adjustment Notice (GAN)

Recipient Name:	Hidalgo County
Recipient Authorized Official and Address:	The Honorable Ramon Garcia 302 West University Dr. Edinburg, Texas 78539
SAA Award Number:	LBSP-14-0032
Amount of Grant:	$174,676.00 (Total Grant Amount)
Amount of Match:	No Matching Funds Required
Grant Period:	**From:** February 12, 2014 **To:** February 28, 2015
Date of Grant Adjustment:	August 27, 2014
Adjustment Number:	1
Adjustment Type:	Performance Period Date Change
Program Title:	Local Border Security Program FY 2014 (LBSP-14)
Authority/Funding Instrument:	Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act (83rd Legislature)
CFDA:	NA – These are State Appropriated Funds
Method of Payment:	Primary method is reimbursement
Administered by:	Texas Department of Public Safety Texas Homeland Security State Administrative Agency 1033 La Posada, Suite 160 Austin, Texas 78752

AGENCY APPROVAL



Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

Date:
08/27/2014

AI-46147 **Tax Office 12. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Pablo (Paul) Villarreal Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Approval of reimbursement in the amount of $25.01 to Cesar Solis (Fraud Investigator) for fuel purchase with personal credit card due to county credit card not working properly with authority for County Treasurer to issue payment after review and auditing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-15-140-001-0-626

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

BUDGETARY IMPACT:

Funds available through PO#713287.

Attachments

Reimbursement for Cesar Solis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 09:18 AM
Glinda Pacheco	Glinda Pacheco	09/04/2014 03:44 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Mary Garcia Started On: 08/21/2014 04:31 PM

Final Approval Date: 09/05/2014

2008 Ford Fusion
plate # ESH 5246

Stripes # 9137
1218 E. Canton
Edinburg, TX
Inv. Solis
www.susser.com
mileage-29467

TP48570511-001 STRIPES 9137
1218 E CANTON RD
EDINBURG TX 78

Cesar Solis

Descr.	qty	amc
<CUSTOMER COPY>		
UNLD CA #15	7.424G	2!
SELF @ 3.369/ G		
Subtotal		25.01
Tax		0.00
TOTAL		**25.01**
DEBIT	$	25.01

CARD TYPE: DEBIT
CARD NAME: CESAR SOLIS
ACCT NUMBER: XXXXXXXXXXXX0038
TRANS TYPE: SALE
APPROVAL: 103273
INVOICE: 276479
AMOUNT: 25.01

ID BADGE
185825

APPROVED 103273
****

THANKS, COME AGAIN
Diesel fuel contains up to 5.0%
biodiesel or renewable diesel
-state diesel tax $0.19 per gallon
ST# 9137 TILL XXXX OR# 1 TRAN# 1018654
OSH: 31 07/16/14 13:01:30

7/16/14

fuel card did not work.

INVOICE RECEIVED BY:
Marcelle Cole on 8/18/14
GOODS/SERVICES RECEIVED BY:
Cesar Solis on 7/16/14
P.O.# 71 3287

4 1100-415-15 626

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, CESAR SOLIS, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
103273	7/16/2014	$25.01	STRIPES #9137
TOTAL		$25.01	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: FRAUD INVESTIGATOR
PERSON MAKING PURCHASE

Before me MARY GARCIA - JACKSON, a Notary Public, appeared CESAR SOLIS and on **h** IS oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. **H**E **/ S**___ further stated **h**E **/ s**___ requested payment of the same.

SEAL
MARY GARCIA - JACKSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-09-2016

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

Purchase Order
COUNTY OF HIDALGO

PO# 713287

DATE: 08/18/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 391115 **REQ:** 00261983

PHONE:

EMAIL:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

SOLIS, CESAR
C/O TAX OFFICE

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

CONTRACT NO:

SPECIAL INSTRUCTIONS: F-10

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	RM REIMBURSEMENT OF FUEL/GASOLINE FOR CESAR SOLIS (FRAUD INVESTIGATOR) AT 2804 S BUS HWY 281 EDINBURG, TX 78539 FUEL CARD DID NOT WORK AT THE TIME OF FUELING UP COUNTY VEHCILE: 2008 FORD FUSION LIC 102578 VIN 3FAHP06Z28R139852 ASSET 47956	25.00	25.00
		TOTAL:		25.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1100-415-15-140-001-0-626 25.00		

Authorized by: Martha L Salazar mlr

AI-46128 **Health & Human Services Dept. 13. A.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Presentation of HidalGO FIT Total Knockout Precinct Challenge Winner

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** n/a

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

BUDGETARY IMPACT:

No budgetary impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 03:19 PM
Manuel Chapa	Manuel Chapa	08/25/2014 02:54 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Mike Escaname Started On: 08/21/2014 02:50 PM

Final Approval Date: 09/05/2014

AI-46186 **Health & Human Services Dept. 13. B.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Presentation of the completion of Hidalgo County Walk Across Texas 7 Team Challenge (July 1, 2014 - August 25, 2014)

BACKGROUND

What is Walk Across Texas?
Walk Across Texas is a program to help people start moving more and establish physical activity as a lifetime habit. Doing Walk Across Texas with people you know is a great way to help keep you motivated to reach your goal! To walk across the state in eight weeks, everyone on an 8-person team must walk about 13 miles each week.

Did you know...

that walking is one of the LEAST EXPENSIVE and EASIEST ways to get fit and reduce your risk for cancer, diabetes, heart disease and stroke? You DO NOT Need an expensive gym membership or overpriced supplements.

All it takes...

is a decent pair of walking shoes and 150 minutes of your time every week for 8 weeks. If you walk or exercise for 30 minutes a day, 5 times a week, for 8 weeks, you'll feel better, lower your stress level and enjoy all of the amazing health benefits of regular physical activity.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:54 AM
Manuel Chapa	Manuel Chapa	08/28/2014 11:49 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Dairen Sarmiento Started On: 08/26/2014 09:38 AM

Final Approval Date: 09/05/2014

AI-46221 **Health & Human Services Dept. 13. C.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion and approval for Hidalgo County Health & Human Services to enter into a Participation Agreement with Rio One Health Network a 501 (c) (4) nonprofit social welfare organization.

2. Discussion and approval for Hidalgo County Health and Human Services to enter into a Data Use and Reciprocal Support Agreement (DURSA) with Rio One Health Network a 501 (c) (4) nonprofit social welfare organization.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

There is no cost to participate.

Attachments

participation agreement

DURSA

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/29/2014 01:11 PM
Manuel Chapa	Manuel Chapa	09/05/2014 03:37 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Dairen Sarmiento Started On: 08/28/2014 01:06 PM

Final Approval Date: 09/05/2014

Health Information Exchange
Participation Agreement

This Participation Agreement ("Participation Agreement") is made and entered into as of the Effective Date set forth on the signature page hereof ("Effective Date"), by and between RioONE Health Network, a 501(c)(4) nonprofit social welfare organization ("RioONE") and **Hidalgo County Health Department** ("Participant"), with reference to the following facts:

WITNESSETH

WHEREAS, RioONE is organized and operated for the purpose of facilitating an electronic community health record exchange system dedicated to bridging the gaps in health care and expanding the use of a community-wide, multi-system electronic health record system among health care providers and other Participants in Hidalgo and Starr Counties in a manner that complies with all applicable state and federal laws and regulations. RioONE may in the future participate in other regional and national electronic health information exchanges.

WHEREAS, RioONE provides or arranges for the provision of data transmission and related services to Participants via a secure e-mail System. RioONE also allows Participants to conduct searches for Participant's Shared Information, and to exchange Participant's Shared Information identified in those searches, from a federated computer model system that facilitates the sharing of Participant's Shared Information among Participants.

WHEREAS, RioONE's services include establishing and applying standards for the exchange of a Participant's Shared Information through RioONE's System.

WHEREAS, RioONE will be initially responsible for creating and maintaining a community directory to hold the addresses of each Participant. RioONE does not respond to Participants with Participant's Shared Information, and shall not maintain any Participants Shared Information. RioONE's primary function is to link Participants to Shared Information.

WHEREAS, the Participant wishes to participate in the electronic health information exchange facilitated by RioONE in accordance with the terms and conditions set forth in this Participation Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, RioONE and the Participant hereby agree as follows:

Section 1: Description of Service Methods

A. Participant may elect One or Both Service Methods by Initialing below:

Initials

_____ **Direct Connect Method**: The Direct Connect Method is a member only exchange, where only Participants registered for this Service Method will be capable of exchanging Participant's Shared Information via the Direct Connect Method. Whereby, Participants will only be required to have access to the Internet to participate in the Direct Connect Method. To access the Direct Connect Method, Participants will be required to log into the RioONE System and e-mail a request for a Participant's Shared Information to an Other Participant. Upon receipt of a request for a Participant's Shared Information, the Other Participant completes the Participant's Shared Information request and e-mails the Participant's Shared Information to the requesting Participant.

_____ **HIE Method**: The HIE Method allows Participants to conduct searches for a Participant's Shared Information, and to exchange Participant's Shared Information identified in those searches, from a federated computer model system that facilitates the sharing of Participant's Shared Information among Participants. The HIE method will require that Participants have a supported electronic medical record ("EMR") system and an internet connection. The HIE Method has the capability to work with all electronic medical record vendors and systems. Further, the HIE Methods will require use of Associated Software and Associated Hardware as described in Section 9 Computer Systems.

Section 2: Definitions

For purposes of this Participation Agreement, the terms set forth in this Section shall have the meanings assigned to them below. Terms not defined below (whether or not capitalized) shall have the definitions given them under HIPAA and/or HITECH, unless the context requires otherwise.

"Authorized User" means an individual who is authorized by a Participant to use the Services on behalf of that Participant, including without limitation, an employee of the Participant and/or a credentialed member of the Participant's medical staff. If the Participant is an individual physician, then that individual is both a Participant and an Authorized User.

"Authorized User Data" means Participant's Shared Information, Participant's Confidential Information, and any other data and information provided to RioONE by Authorized Users through the System, Services or otherwise.

"Confidential Information" means any information provided hereunder or in connection herewith regardless of the format or manner in which it is transmitted concerning either party's business, financial affairs, current or future products or technology, trade secrets, workforce, customers, identity of patients, the content of any medical records, information regarding Medicare, Medicaid or any other third party payor claims submission and reimbursements or any other information that is treated or designated by such Party as confidential or proprietary, or would reasonably be viewed as confidential or as having value to a competitor of such Party. Confidential Information shall not include information that becomes publicly available or that becomes known to the general public other than as a result of a breach of an agreement of confidentiality.

"Effective Date" means the start date of the Participation Agreement as defined on the signature page.

"HIPAA" means the Health Information Portability and Accountability Act of 1996 and the regulations promulgated there under at 45 CFR Parts 160 and 164, including the Privacy and Security Rule, as amended by the HITECH Act.

"HIPAA Business Associate Agreement" means the agreement set forth in Exhibit D, which may be amended by RioONE at any time pending written notice to the Participant.

"HITECH" means the Health Information Technology for Electronic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act, Public Law 111-5.

"Other Participant(s)" means other entities or individuals who have access to the System and have signed Participation Agreement containing an obligation, on terms substantially similar to those contained in this Participation Agreement, to comply with the Policies and Procedures and be responsible for any business associate, contractor or workforce member who has accesses to and uses the System or Services as Authorized Users on its behalf.

"Participant" means a party that has entered into a Participation Agreement with RioONE to act as a Data Provider and/or as a Data Recipient.

"Participant ID" means a unique user identification assigned to an individual.

"Participant's Shared Information" means electronic health, demographic and related information provided, or made available for exchange, by a Participant through RioONE's Systems and Services. Participant's Shared Information will specifically include protected health information of Participants' patients.

"Policies and Procedures" means those policies and procedures adopted by RioONE to describe in detail the Services and the System, including without limitation any operations manual, privacy and/or security policies, and technical specifications for the Systems and/or the Services and the terms and conditions pursuant to which they shall be operated.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and 164, subparts A and C.

"Services" means the services and access as set forth in Exhibit B to this Agreement.
"System" means the electronic communication network operated by RioONE, including all hardware provided by RioONE, all software used or provided by RioONE, and all documentation provided by RioONE in connection with the System, paper or electronic.

"Technical Requirements" means the hardware, software, and communications systems necessary to use the System. The Technical Requirements may be changed from time to time by RioONE in accordance with this Agreement.

"Term" means the initial term and all renewal terms of this Agreement".

"Third Party Software and Services" means the software and services that are part of the System and provided by third parties.

Section 3: Term, Modification, Suspension, and Termination

3.1 Initial and Renewal Terms. This Agreement shall become effective on the date set forth on the signature page, and shall automatically renew for one year terms on each anniversary date thereafter unless terminated as providing herein.

3.2 Termination. The Agreement may be sooner terminated on the first to occur of the following:

A. Termination. Either party may terminate this Agreement without cause at the sole discretion of the terminating party by giving ninety (90) days written notice to the other stating the intended date of termination.

B. Immediate Termination. Notwithstanding any current or future RioONE bylaw, rule, or regulation to the contrary, RioONE shall have the right to immediately terminate this Agreement or terminate Authorized User privileges of a Participant under this Agreement upon written notice to the Participant upon the occurrence of any of the following situations: (i) patient's safety or health information is in imminent and serious danger from Participant's actions; (ii) Participant fails to maintain professional liability insurance as required by this Agreement; (iii) prominent and significant disability which precludes the Participant from performing his obligations under this Agreement; (iv) Participant's conviction of any felony; (v) loss or restriction of Participant's medical licensure; (vi) Participant's exclusion from participation in the Medicare and/or Medicaid Program.

C. Termination for Cause. Either party may terminate this Participation Agreement in the event of a material breach of this Participation Agreement which is not cured to the reasonable satisfaction of the other party within thirty (30) days, this Participation Agreement shall not be terminated as long as the party in breach commences to cure the breach within thirty (30) days, and diligently pursues the cure to completion.

3.4 Modification. RioONE may change the terms under which the Services and System are provided to Participant (including terms set forth in this Participation Agreement) by providing Participant not less than thirty (30) days notice. Upon receipt of such a notice, Participant may terminate this Participation Agreement by giving written notice to RioONE on or before the effective date of the change. Participant agrees that Participant's failure to give notice of termination prior to the effective date of the change constitutes acceptance of the change, which shall thereupon become part of this Participation Agreement.

3.5 Termination, Suspension or Amendment as a Result of Government Regulation. Notwithstanding anything to the contrary in this Participation Agreement, either party may, on notice to the other, immediately terminate or suspend this Participation Agreement without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any standard of participation in any reimbursement

program, or any accreditation standard; or (c) if performance of any term of this Participation Agreement by either party would cause it to be in violation of law, or would jeopardize its tax-exempt status. In the event that the above listed reasons require the parties to amend this Participation Agreement, the parties shall work in good faith to mutually agree to an amendment.

3.6 Judicial or Administrative Procedures. Either party may terminate this Participation Agreement immediately upon notice to the other if: (a) the other party is named as a defendant in a criminal proceeding for a violation of federal or state law; (b) a finding or stipulation that the other party has violated any standard or requirement of federal or state law relating to the privacy or security of health information is made in any administrative or civil proceeding; or (c) the other party is excluded from participation in a federal or state health care program.

3.7 Obligations After Termination.

A. Upon termination of this Participation Agreement, Participant shall cease to use the System and RioONE may terminate Participant's access to the System. Participant shall pay to RioONE the fees for the balance of the Term upon termination. Upon termination for any reason, Participant shall remove all software provided under this Participation Agreement from its computer systems, shall cease to have access to the System, and shall return to RioONE all hardware, software and documentation provided by or on behalf of RioONE.

B. All the provisions of Section 12, Confidential Information; Section 13, Warranty, Disclaimer and Limitation of Liability; and Section 14.7, Obligations after Termination and any other term that by its nature provides for survival shall survive after termination. In addition, where the terms of this Participation Agreement specify that certain provisions will survive termination under certain conditions, those provisions shall survive under the applicable conditions.

Section 4: Grant of Right to Use Services

4.1Access. During the Term, RioONE grants to Participant and Participant accepts:

A. A non-exclusive, nontransferable (except as provided herein) right to have access to and to use the System, and

B. A non-exclusive, nontransferable (except as provided herein) license to use any computer software furnished by RioONE.

Such access and use is subject to Participant's compliance with the terms and conditions set forth in this Participation Agreement and with the Policies and Procedures.

4.2 Restrictions. Participant shall not: (a) make the System or Services, in whole or in part, available to any other person, entity or business other than as set forth in this Participation Agreement; (b) copy, reverse engineer, decompile or disassemble the System, in whole or in part, or otherwise attempt to discover the source code to the software used in the System; or (c) modify the System or combine the System with any other software or services not provided or approved by RioONE. Participant shall obtain no rights to the System except for the limited rights to use the System expressly granted by this Participation Agreement.

4.3 Change and Termination. RioONE reserves the right to change the Services or the System, or to cease operating the System or any or all of the Services, at any time. Unless circumstances beyond RioONE's control require it, changes to the System or the Services that reduce or limit the functionality or levels of Service provided shall not be

made without the prior approval of RioONE's Board of Directors and not on less than thirty (30) days prior notice to Participant.

4.4 Third-Party Software. The System includes certain Third-Party Software and Services, which may require that Participant enter into separate subscription or licensing agreements with third-party vendors, or which may be open-source, as a condition of Participant's use of the System. See Exhibit E. If Participant elects not to execute agreements with such third-party vendors or determines it is unable to comply with the terms of any license or other agreement held by RioONE Participant may elect to terminate this Participation Agreement.

4.5 Support. RioONE shall provide reasonable support and assistance to Participant in using the System and the Services, in accordance with the Policies and Procedures and the Services outlined in Exhibit B.

Section 5: Making Information Available through the System

5.1 Purpose of System. The purpose of the System is to facilitate the sharing of patient health information among all Participants.

5.2 Sharing of Data. RioONE shall periodically issue Policies and Procedures related to the sharing of Participant's Shared Information through the System, including standards for:

A. The types of data to be shared and the required format for such data;

B. Ensuring that data made available through the System is complete, or for indicating if data is incomplete;

C. Ensuring that data is made available through the System in a timely manner;

D. Ensuring that, if the availability of data shared through the System is controlled by the Participant, it is available to other users at all times.

5.3 Accuracy and Format of Data. Participant shall use reasonable efforts to ensure that Participant's Shared Information:

A. Shared Information is subject to restrictions imposed by law and/or this Agreement, therefore, Participant shall ensure that patient medical records are current, accurate and complete. If the Shared Information is incomplete, the Participant shall verify that the record contains an appropriate indication to that effect;

B. Complies with any requirements of the Policies and Procedures as to format or content.

5.4. Sharing of Participant's Shared Information. Participant authorizes RioONE to use and disclose Participant's Shared Information to Other Participants as follows:

A. RioONE may permit secure access to Participant's Shared Information by Other Participants that are health care providers through an electronic system that supports the exchange of patient medical records among Participants to this agreement.
B. RioONE may permit access to Participant's Shared Information by Other Participants that are public health authorities for public health activities, as permitted by applicable law.

C. RioONE may permit access to Participant's Shared Information by the business associates of Other Participants that are health care providers for the purposes set forth in sections (a) and (b) respectively.

D. RioONE may use and disclose Participant's Shared Information for the proper management and administration of RioONE and the System, and to carry out RioONE's legal responsibilities. RioONE may also disclose Participant's Shared Information for such purposes if the disclosure is required by law. Without limiting the foregoing, RioONE may permit access to the System by RioONE's Authorized Personnel.

5.5 Disclosures.

A. Participant agrees that any disclosure through the System pursuant to Sections 5.4(A)-5.4(C) is a disclosure made by a Participant and not RioONE.

B. RioONE agrees that any disclosure through the System pursuant to Section 5.4(D) is a disclosure made by RioONE and not the Participant.

5.6 Reliance on Representations. Participant acknowledges that in granting access to the System for the purposes as set forth in this Participation Agreement, RioONE will rely on the assurances of the Other Participants as to (i) their identity and credentials, (ii) the purposes for which they are accessing the system, and (iii) the nature and extent of the information to which they will have access. Participant acknowledges that, while the System will contain certain technical safeguards against misuse of the System, it will rely to a substantial extent on the representations and undertakings of Other Participants and their Authorized Users. Participant agrees that RioONE shall not be responsible for any unlawful access to or use of Participant's Shared Information by any Other Participants resulting from misrepresentation to RioONE, breach of agreement, or violation of the Policies and Procedures

5.7 Rights in Data. As between RioONE and Participant, all Authorized User Data shall be deemed to be the exclusive property of Participant. In no event shall RioONE claim any rights with respect to the Authorized User Data, use or authorize any third-party to use such data, or take any action with respect to such data that is inconsistent with this Participation Agreement.

Section 6: Access to System

6.1 Permitted Uses. Subject to the terms of this Participation Agreement, RioONE authorizes Participant to access the System and to use the Services only as expressly authorized in this Participation Agreement and the Policies and Procedures.

6.2 Prohibited Uses. Participant agrees not to access the System or use the Services for any other purpose other than as set forth in Section 6.1 Permitted Uses above. In particular:

A. Participant shall not knowingly reproduce, publish or distribute content in connection with the System that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy or other personal or proprietary right;

B. Participant shall be responsible for its own compliance with all applicable laws, including laws relating to maintenance of privacy, security and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing or offensive messages, or otherwise unlawful material;

C. Participant shall not knowingly: (i) abuse or misuse the System or the Services, including gaining or attempting to gain unauthorized access to the System or altering or destroying information in the System, except in accordance with accepted practices; (ii) use the System or Services in such a manner that interferes with other users' use of the System; (iii) permit the introduction into the System of any program, routine or data (such as viruses or worms) that does or may disrupt or in any way impede the operation of the System, or alter or destroy any data within it.

D. Participant shall not use the System or Services for the purpose of exploiting the data of other participants for Participant's own commercial purposes, including aggregating data from other participants for commercial use or exploitation by third parties.

E. Participant shall not use the System or the Services in violation of the Policies and Procedures or any applicable federal or state laws.

6.3 Participant's Own Systems.

A. Participant shall be solely responsible for own compliance with any applicable regulatory requirements related to the preservation, privacy and security of its own records, including (without limitation) data backup, disaster recovery, and emergency mode operation and acknowledges that RioONE does not undertake to provide such services.

B. Participant may access and use the electronic health information as permitted in this Participation Agreement.

C. Subpoenas and Aggregation:

i. Participant shall not use the System to create, produce or compile records or data of another participant for the purpose of furnishing copies of aggregated records to third parties, except as may be medically useful to healthcare providers in the provision of medical care or treatment to an individual patient of the provider or as is otherwise permissible under this Participation Agreement or as required by law.

ii. If Participant is subpoenaed or otherwise ordered to use the System for the purpose of compiling the data of other participants that are not already contained in Participant's records, Participant's shall immediately notify RioONE so that RioONE and such other interested parties as it may determine might have an opportunity to appear or intervene and protect their respective interests

iii. Participant shall not be required to contest any such subpoena or order nor incur any expense in connection with legal proceedings or processes, whether initiated by RioONE or any other interested party, with respect thereto

6.4 Other Participants.

A. RioONE shall initially limit participation to the following types of health care providers:

i. Physician or medical group;

ii. Hospitals;

iii. Independent laboratory;

iv. Independent radiology supplier;

v. Independent pharmacy; or

vi. Public health department;

B. This list of eligible participant types may be modified by the Board of Directors of RioONE upon reasonable notice to Participant.

6.5 Safeguards.

A. Participant and RioONE shall implement and maintain reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic health information accessible through the System, to protect it against reasonably anticipated threats or hazards, and to prevent its use or disclosure otherwise than as permitted by this Participation Agreement or required by law.

B. Such safeguards shall comply with HIPAA, regardless as to whether or not Participant is otherwise subject to HIPAA, and all applicable federal, state, and local requirements and RioONE Policies and Procedures.

C. Participant and RioONE shall each maintain reasonable and appropriate security practices with regard to all personnel, systems, and administrative processes used by each party to transmit, store and process electronic health information through the use of the System. Participant and RioONE each shall be responsible for establishing and maintaining their respective security management procedures, security incident procedures, contingency plans, audit procedures, facility access controls, workstation use controls and security, device and media controls, authentication procedures, and security policies and procedures to protect electronic health information accessible through the System.

D. Participant shall promptly notify RioONE of any Security Incident relating to the System of which Participant becomes aware, or any unauthorized use or disclosure of information within or obtained from the System, and shall cooperate with RioONE in investigating the incident and shall take such action to mitigate any breach or suspected breach. RioONE shall promptly notify Participant of any Security Incident relating to the Participant's Shared Information of which RioONE becomes aware, or any unauthorized use or disclosure of Participant's Shared Information within or obtained from the System, and shall cooperate with Participant in investigating the incident and shall take such action to mitigate any breach or suspected breach.

6.6 Compliance. Participant and RioONE, respectively, are responsible for their own compliance with the terms of this Participation Agreement, HIPAA, the Policies and Procedures, and any applicable laws and regulations. Participant shall be solely responsible for the use of the System by Participant and Participant's workforce, and shall indemnify RioONE and hold it harmless from any third party claim, cost or liability arising from use that is in violation of this Participation Agreement or applicable law, including reasonable attorneys' fees, in accordance with the indemnification procedures set forth in Section 13 Warranty, Disclaimer and Limitation on Liability and "to the extent permitted under the Constitution and Laws of the State of Texas."

6.7 Authorized Use.

A. RioONE authorizes Participant and Participant's Authorized Users to use the Participant IDs assigned to them by RioONE or by a responsible agency or authority designated by RioONE, which may include Participant.

Participant acquires no ownership rights in any Participant ID and Participant IDs may be revoked or changed upon as much notice as possible only for security reasons in RioONE's sole discretion. Participant shall adopt and maintain reasonable security precautions for Participant IDs to prevent their disclosure to and use by unauthorized persons. Each Authorized User shall have and use a unique identifier. Participant shall use reasonable efforts to ensure that no member of its workforce uses a Participant ID assigned to another person.

B. Participant may permit Participant's Authorized User to use the System and the Services on behalf of Participant, subject to the terms of this Participation Agreement. Participant shall:

i. Obtain a unique Participant ID from RioONE for each Authorized User and take efforts to ensure such person has access to the System only under his or her assigned Participant ID;

ii. Train all Authorized Users regarding the confidentiality requirements of this Participation Agreement and the Policies and Procedures relating to their access to and use of the System and the Services, and be responsible for their compliance with such requirements;

iii. Take such disciplinary action as it may deem appropriate against any Authorized User who violates the confidentiality provisions of this Participation Agreement or the Policies and Procedures;

iv. Report to RioONE violations of the confidentiality requirements set forth in this Participation Agreement by Participant's Authorized Users;

v. Promptly notify RioONE of the termination of employment of any Authorized User (or if the individual is not an employee, of the termination of the relationship with Participant which granted the individual access to the System);

i. Promptly notify RioONE of the termination, revocation or restriction of any right of an Authorized User to access the System; and

ii. Take prompt steps to assure that any Authorized User whose access has been revoked or restricted by RioONE or the Participant shall have no further access to protected health information through the System consistent with the revocation or restriction

6.8 Identification of Authorized Users. The Participant shall provide RioONE with a list identifying all that Participant's Authorized Users, in accordance with the requirements described in the Policies and Procedures. The Participant shall restrict access to the System and, if applicable, use of the Services, only to the Authorized Users that the Participant has so identified to RioONE. The Participant shall inform RioONE in writing within two (2) business days whenever an Authorized User is added or removed.

6.9 Rights of Authorized Users. An Authorized User shall have no rights to access the System, or to use the Services or any electronic health information or other information made available therefrom, other than those granted to the Authorized User by RioONE or by the Participant. Any such rights of an Authorized User shall cease and terminate upon the removal of that Authorized User's access privileges for any reason.

6.10 Responsibility for Conduct of Participant and Authorized Users. The Participant shall be solely responsible for all acts and omissions of the Participant and/or the Participant's Authorized Users, and all other individuals who access the System and/or use the Services either through that Participant or by use of any password, identifier or log-on

received or obtained, directly or indirectly, lawfully or unlawfully, from that Participant or any of that Participant's Authorized Users, with respect to that System, the Services and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of that Participant.

6.11 Discipline and Termination of Authorized Users.

A. RioONE and Participant shall require that all of their respective Authorized Users, including RioONE employees and independent contractors, who use or have access to the System and the Services to do so only in accordance with applicable use restrictions and confidentiality obligations and the Policies and Procedures, including without limitation the provisions thereof governing the confidentiality, privacy and security of protected health information.

B. Participant and RioONE shall take appropriate disciplinary action, up to and including termination, against their respective Authorized Users, who violate their use restrictions, confidentiality obligations or the Policies and Procedures.

C. RioONE does not, by virtue of the Participation Agreement or otherwise, obtain authority to discipline the Participant's Authorized Users. RioONE may, however, terminate System access of any Authorized User temporarily or on a permanent basis if such access needs to be terminated for security reasons. When terminating access of a Participant's Authorized User, RioONE shall notify Participant and explain the basis and support for its action.

6.12 Termination of a Participant. Following discussion with a Participant and a reasonable opportunity to cure, if such cure is possible, RioONE may terminate that Participant's access to the System on a temporary or permanent basis for privacy and security breaches or for failure to take reasonable remedial action when a breach is discovered, including, without limitation: (i) failure to cooperate in mitigating damages, (ii) failure to appropriately discipline an Authorized User or other person under the Participant's control for security or privacy violations, or (iii) other actions that undermine the confidence of other participants in the effectiveness of System safeguards. When terminating access, RioONE shall explain to Participant the basis and support for its action. A permanent termination of access shall be followed by termination of Participant's Participation Agreement.

6.13 Professional Responsibility. Participant shall be solely responsible for the medical, professional and technical services it provides. RioONE makes no representations concerning the completeness, accuracy or utility of any information in the System, or concerning the qualifications or competence of individuals who placed it there. RioONE has no liability for the consequences to Participant or Participant's patients of Participant's use of the System or the Services.

6.14 Cooperation. Participant shall reasonably cooperate with RioONE in the administration of the System, including providing reasonable assistance in evaluating the System and collecting and reporting data reasonably requested by RioONE for purposes of administering the System.

Section 7: RioONE's Operations and Responsibilities

7.1 Performance of Obligations, Generally. RioONE shall diligently perform all of its obligations arising under this Participation Agreement and the Policies and Procedures.

7.2 Participation Agreements. RioONE shall require that all Participants enter into a Participation Agreement, legally binding them to comply with the terms and conditions of System use and the Policies and Procedures.

7.3 Monitoring of Participants. RioONE shall regularly monitor Participant's compliance with the requirements for participation set forth in this Participation Agreement and the Policies and Procedures.

7.4 Maintenance of System. RioONE shall maintain the functionality of the System and the Services in accordance with the Policies and Procedures, and shall provide such service, security and other updates as RioONE determines are appropriate from time to time.

7.5 Training. RioONE shall provide training to each Participant (and/or Authorized Users) regarding the Participant's (and/or Authorized Users) rights and obligations under its Participation Agreement and the Policies and Procedures, and the access and use of the System and Services, including such user manuals and other resources RioONE determines appropriate to support the System and Services, including without limitation training for new or additional Authorized Users when added by the Participant.

7.6 Telephone and/or E-mail Support. To the extent reasonably necessary, RioONE shall provide, by telephone and/or e-mail, during normal business hours, support and assistance in resolving difficulties in accessing and using the System and the Services. In the event that RioONE is unable to resolve such difficulties in accessing and using the System and Services via telephone and/or e-mail, RioONE may provide on-site support at Participant's location based on the severity of the issue and RioONE availability.

Section 8: HIPAA Privacy and Security of Patient Data

8.1 Compliance with Policies and Procedures. RioONE and each Participant shall comply with the standards for the privacy and security of patient health information, including without limitation protected health information described by HIPAA and HITECH, as provided in the Policies and Procedures and other applicable federal and state laws, which are incorporated herein by reference.

RioONE applies the standards of the HIPAA Privacy Rule in permitting access to the System. Participant acknowledges that other federal and state laws impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. Participant is solely responsible for ensuring that Participant's Shared Information may properly be disclosed for the purposes set forth in this Participation Agreement. In particular, Participant shall:

A. Not make available through the System any information subject to any restriction on use or disclosure (whether arising from Participant's agreement with the individual or under law), other than the general restrictions contained in the HIPAA Privacy Rule;

B. If any relevant information is not made available through the System, place a notation in the System, in the manner provided by the Policies and Procedures, to the effect that additional information which is not available through the System may be available from Participant;

C. Participant shall be responsible for notifying the patient regarding the HIE System, and shall obtain any necessary consents, authorizations or releases from individuals required for making the patients' health information available through the System; and

D. If available, include such statements in Participant's notice of privacy practices as may be required in connection with Participant's use of the System.

8.2 Business Associate Agreement. RioONE acknowledges that RioONE's performance of its responsibilities described in this Participation Agreement causes RioONE to act as the "Business Associate" of the Participant (as defined by HIPAA). RioONE and Participant therefore agree to the terms and conditions of the HIPAA Business Associate Agreement as provided in Exhibit D and incorporated by reference herein.

Section 9: Computer Systems

9.1 Participant's Equipment. In order to use the System, Participant acknowledges that it may be necessary to install, configure and maintain the hardware, software and communications systems necessary to access the System (the "Equipment") listed or described in the Technical Requirements outlined in Exhibit A. Additionally, depending on the Service Method elected by Participant in Section 1 Description of Service Methods above, RioONE may provide Participant with certain software and/or hardware required to access the System and use the Services Participant has elected ("Associated Software" and "Associated Hardware" respectively). The Associated Software and Associated Hardware shall be provided in compliance with the specifications and/or services standards as provided in Exhibit A. If RioONE notifies Participant that it's Equipment for the implementation and use of the System is incompatible with the System, and not in accordance with the Technical Requirements, Participant shall either eliminate the incompatibility or terminate this Participation Agreement and RioONE may suspend Services to Participant until Participant does so.

9.2 RioONE Assistance. From time-to-time, RioONE may separately contract with Participant for the provision of goods or services in connection with Participant's implementation or use of the System; provided, however, such goods or services contracts shall not be deemed or construed to alter or amend any provisions of this Participation Agreement.

Section 10: Policies and Procedures

10.1 RioONE is solely responsible for the development of the Policies and Procedures. RioONE shall notify Participant of any changes in the Policies and Procedures at least ninety (60) days prior to the implementation of the change. However, if the change is required in order for RioONE or Participant to comply with applicable laws or regulations or if the Board of Directors directs, RioONE may implement the change and provide notice to Participant within a shorter period of time that RioONE determines is reasonably appropriate under the circumstances. If Participant is unable or unwilling to comply with or implement such Policies and Procedures, Participant may elect to suspend its use of the System or terminate this Participation Agreement and be released from all further obligations and liabilities pertaining to this Participation Agreement

10.2 The Policies and Procedures, as amended from time to time, are incorporated herein by reference and made a part of this Participation Agreement

Section 11: Fees and Charges

11.1 Service Fees. If applicable, Participant shall pay to RioONE the Service Fee set forth in Exhibit C during the Term and continuation of this Participation Agreement.

11.2 Payment. The Service Fee shall be due and payable to RioONE within forty-five (45) days following Participant's receipt of invoice at the address specified below for billing purposes.

11.3 Taxes. All charges and fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and Participant agrees to pay any tax (excluding taxes on RioONE's net income) that RioONE may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services purchased under this Participation Agreement.

11.4 Other Charges. Participant is responsible for any charges Participant incurs to use the System, such as telephone and equipment charges, and fees charged by third-party vendors of products and services. RioONE shall be solely responsible for all costs and expenses related to its hardware, software, telecommunications connections, data storage, data security and any third-party licenses required to provide the System and Services and fulfill RioONE's obligations under this Participation Agreement.

11.5 No Payment for Protected Health Information. All fees charged, paid or collected by or on behalf of RioONE related to the System and the data contained therein shall be for the rights of Participants to access and use of the System and Services as described in this Participation Agreement. RioONE, including its Subcontractors if any, shall not make Participant's Shared Information or any individual's protected health information provided to RioONE by Participant available to any third party for any purpose not expressly authorized by this Participation Agreement. Neither RioONE nor its Subcontractors, if any, shall offer or pay or solicit or receive any remuneration, directly or indirectly, in return for protected health information obtained through the System.

Section 12: Confidential Information

12.1 Neither party shall disclose the Confidential Information of the Other Participants to any other person, and shall not use any Confidential Information of the Other Participant except for the purpose of this Participation Agreement, or as required by applicable statue, regulation or subpoena . Except as otherwise provided in this Participation Agreement, neither party shall, without the other party's prior written consent, at any time, during or after the Term of this Participation Agreement, directly or indirectly, divulge or disclose Confidential Information of the Other Participant for any purpose or use Confidential Information for its own benefit or for the purposes or benefit of any other person. Participant and RioONE agree to hold all Confidential Information of all Participants in strict confidence and shall take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information of the Other Participants, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of Confidential Information. Participant and RioONE will disclose Confidential Information of the Other Participants only to individuals who have a need to use the Confidential Information for the purpose of this Participation Agreement. Participant and RioONE shall inform all such recipients of the confidential nature of Confidential Information. All such recipients shall either be subject to employment agreements or instructions, professional oaths or written agreements containing confidentiality restrictions no less restrictive that those set forth in this Participation Agreement. Participant and RioONE shall promptly advise the Other Participants in writing of any improper disclosure, misappropriation, or misuse by the Participants of the Shared Information.

12.2 Participant and RioONE agree that each party respectively will suffer irreparable harm if Other Participants fails to comply with its obligations set forth in this Section 12 Confidential Information, and further agrees that monetary damages will be inadequate to compensate Participant or RioONE for any such breach. Accordingly, Participant and RioONE agree that Participant and RioONE will, in addition to any other remedies available to it at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond.

12.3 Section 12 Confidential Information will survive the termination or expiration of this Participation Agreement for any reason.

Section 13: Warranty, Disclaimer and Limitation on Liability

13.1 Warranty. RioONE presents and warrants the following:

A. That the Services shall conform to this Participation Agreement;

B. RioONE has the right to grant the licenses set forth in Section 4 Grant of Right to Use Services without violating or infringing upon any rights of any third party and without breach of any third-party license and to the best of RioONE's knowledge, there is currently no actual or threatened suit by any third party based on an alleged violation, infringement or breach by RioONE.

C. Each of RioONE's employees, subcontractors or agents assigned to perform RioONE's obligations hereunder have the proper skill, training and background required to perform in a diligent, competent, workmanlike and professional manner and all work will be so performed.

13.2 Carrier Lines. Participant acknowledges that access to the System will be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, "Carrier Lines") owned, maintained, and serviced by third-party carriers, utilities, internet service providers, all of which are beyond RioONE's control. RioONE assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the Carrier Lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the Carrier Lines. Use of the Carrier Lines is solely at Participant's risk and is subject to all applicable local, state, national, and international laws.

13.3 No Warranties. OTHER THAN AS SET FORTH IN THIS SECTION OR THE PARTICIPATION AGREEMENT, THE SYSTEM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIOONE DISCLAIMS ANY AND ALL RESPONSIBILITIES FOR ANY ACT OR OMISSION TAKEN OR MADE BY PARTICIPANT IN RELIANCE ON THE SYSTEM OR THE INFORMATION IN THE SYSTEM, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. EXCEPT FOR RIOONE'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY OBLIGATIONS HEREUNDER, EITHER PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR VIOLATION OF APPLICABLE LAW, IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF

SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. RIOONE DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE SYSTEM.

13.4 Other Participants. PARTICIPANT ACKNOWLEDGES THAT OTHER PARTICIPANTS HAVE ACCESS TO THE SYSTEM AND ARE RECEIVING RIOONE'S SERVICES. SUCH OTHER PARTICIPANTS HAVE COMMITTED TO COMPLY WITH THE POLICIES AND PROCEDURES CONCERNING USE OF THE SYSTEM; HOWEVER, THE ACTIONS OF SUCH OTHER PARTICIPANTS ARE BEYOND RIOONE'S CONTROL. ACCORDINGLY, RIOONE DOES NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR RESTRICTED USE OF ANY INFORMATION ON THE SYSTEM RESULTING FROM ANY PARTICIPANT'S ACTIONS OR FAILURES TO ACT.

13.5 Participant's Actions. PARTICIPANT WILL BE RESPONSIBLE FOR ANY DAMAGE TO RIOONE'S COMPUTER SYSTEM, LOSS OF DATA, AND ANY DAMAGE TO THE SYSTEM CAUSED SOLELY BY THE NEGLIGENCE OF A MEMBER OF PARTICIPANT'S WORKFORCE.

13.6 Unauthorized Access; Lost or Corrupt Data. EXCEPT AS CAUSED BY OR RESULTING FROM RIOONE'S NEGLIGENCE OR MISCONDUCT, RIOONE IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO PARTICIPANT'S TRANSMISSION FACILITIES OR EQUIPMENT BY INDIVIDUALS OR ENTITIES USING THE SYSTEM OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF PARTICIPANT'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE SYSTEM. PARTICIPANT IS SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS OBTAINED THROUGH USE OF THE SYSTEM AND IS RESPONSIBLE FOR MAKING REASONABLE EFFORTS TO PROTECT PARTICIPANT'S OWN DATA AND PROGRAMS FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES, INCLUDING ROUTINE BACKUP PROCEDURES. EXCEPT AS CAUSED BY THE SYSTEM OR SERVICES NOT OPERATING IN ACCORDANCE WITH ITS DOCUMENTATION OR RIOONEI'S NEGLIGENCE OR MISCONDUCT, PARTICIPANT HEREBY WAIVES ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION. RIOONE IS NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH RIOONE'S PROVISION OF THE SERVICES.

13.7 Limitation of Liability. EXCEPT FOR RIOONE'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY OBLIGATIONS HEREUNDER, EITHER PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR VIOLATIONS OF APPLICABLE LAW, NOTWITHSTANDING ANYTHING IN THIS PARTICIPATION AGREEMENT TO THE CONTRARY, RIOONE'S AND PARTICIPANT'S AGGREGATE LIABILITY UNDER THIS PARTICIPATION AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE AGGREGATE FEES ACTUALLY PAID BY PARTICIPANT UNDER THIS PARTICIPATION AGREEMENT FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

13.8 Patient Care. Participant shall be solely responsible for all patient care decisions resulting from or involving the use of the System or the Services. Neither Participant nor any other person shall have any claim or cause of action against RioONE as a result of patient care rendered or withheld in connection with the use of the System or the

Services. Notwithstanding the foregoing, this provision shall not exculpate RioONE from liability for breach of its warranties or representations made under this Participation Agreement.

13.9 Indemnification.

A. **Intellectual Property Indemnity**. RioONE shall indemnify, defend and hold harmless Participant, its affiliates, and their respective directors, officers, employees and agents (each, an "IP Indemnitee") from and against any and all claims, losses, liabilities, judgments, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to any claim that the Services infringe, misappropriate or allegedly infringe or misappropriate any patent, trademark, copyright, trade secret right, or other intellectual property right of any third party, including any damages finally awarded attributable to such claim and any reasonable expense incurred by IP Indemnitee in assisting RioONE in defending against such claim. IP Indemnitee shall give RioONE: (x) written notice within a reasonable time after IP Indemnitee is served with legal process in an action asserting such claims, provided that the failure or delay to notify RioONE shall not relieve RioONE from any liability that it may have to IP Indemnitee hereunder so long as the failure or delay shall not prejudice the defense of such claim; (y) reasonable assistance in defending the claim; and (z) sole authority to settle such claim. RioONE will cooperate with IP Indemnitee to pass through to IP Indemnitee any applicable indemnity received from a vendor of third party software included in the System or Services. The foregoing indemnification rights in this Section shall be the exclusive remedy of such IP Indemnitee with respect to the claims to which such indemnification relates if RioONE fully complies with the obligations set forth in this Section; provided, that such IP Indemnitee shall in any event retain the right to seek injunctive or other non-monetary equitable remedies with respect to such claims.

B. **Additional Remedies**. In the event that the Service, or any portion thereof, is held by a court of competent jurisdiction to infringe or constitute the wrongful use of any third party's proprietary rights and Authorized Users' right to use the Services is enjoined, or if RioONE in the reasonable exercise of its discretion instructs an Authorized User to cease using the Service in order to mitigate potential damages arising from a third party's claim of infringement or misappropriation, the Authorized User shall cease using the Services. In addition to RioONE's obligations under Section 13.9(A), upon Participant's request, RioONE shall immediately perform one of the following as selected by RioONE: (i) replace the Services, with equally suitable and functionally equivalent non-infringing Services; (ii) modify the Services so that they are equally suitable and functionally equivalent to the alleged infringing Service and its use by Authorized Users ceases to be infringing or wrongful; or (iii) procure for Authorized Users the right to continue using the Services**.** In the event the foregoing remedies are not commercially feasible, promptly following written notice thereof given by Participant, RioONE shall refund to Participant all fees pre-paid by Participant related to the infringing Services.

C. **Limitation**. Notwithstanding the terms of Section 13.9(A) and Section 13.9(B), RioONE will have no liability for an infringement or misappropriation claim to the extent that it is proximately caused by: (i) modifications to the Services or System made by a party other than RioONE, if a claim would not have occurred but for such modifications and such modifications were not authorized by this Participation Agreement; (ii) the combination, operation or use of the Services or System with equipment, devices, software or data not supplied or recommended by RioONE, if a claim would not have occurred but for such combination, operation or use; or (iii) Authorized Users' use of the Services or System other than in accordance with this Participation Agreement and the Policies and Procedures.

D. **Exclusive Remedy**. SECTION 13.9 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF RIOONE, AND PARTICIPANT'S EXCLUSIVE REMEDY AGAINST RIOONE, WITH RESPECT TO

ANY INTELLECTUAL PROPERTY INFRINGEMENT.

Section 14: Dispute Resolution

14.1 RioONE and Participant understand and agree that the implementation of this Participation Agreement will be enhanced by the timely and open resolution of any disputes or disagreements between such Parties.

14.2 Each party hereto agrees to use its best efforts to cause any disputes or disagreements between such Parties to be considered, negotiated in good faith, and resolved as soon as possible.

14.3 In the event that any dispute or disagreement between the Parties cannot be resolved to the satisfaction of RioONE's project manager and Participant's project manager within ten (10) days after either such project manager has notified the other in writing of the need to resolve the specific dispute or disagreement within such ten (10) day period, then the dispute or disagreement shall be immediately referred in writing to the President of Participant and the President of RioONE (or their respective agents) for consideration. In the event that such officers of Participant and RioONE cannot resolve such dispute or disagreement to their mutual satisfaction within thirty (30) days after the latter person has received written notice of the need to resolve the specific dispute or disagreement within such thirty (30) day period, then the dispute or disagreement shall be then be submitted to mediation by an organization or company specializing in providing neutral, third-party mediations.

14.4 No resolution or attempted resolution of any dispute or disagreement pursuant to this Article shall be deemed to be a waiver of any term or provision of this Participation Agreement or consent to any breach or default unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Further, nothing in this Section 14 Dispute Resolution shall be deemed to limit a party's access to the court system to pursue a remedy that is limited to injunctive relief

Section 15: Applicable Law

The interpretation of this Participation Agreement and the resolution of any disputes arising under this Participation Agreement shall be governed by the laws of the State of Texas. If any action or other proceeding is brought on or in connection with this Participation Agreement, the venue of such action shall be exclusively in Hidalgo County, Texas.

Section 16: Insurance

16.1 Participant Insurance. The Participant shall obtain and maintain insurance coverage for general and professional liability with coverage limits that are reasonable and customary for a party engaged in the activities of the Participant in Texas, and as may be described more specifically in the Policies and Procedures.

16.2 RioONE Insurance. RioONE shall maintain insurance coverage for general, professional and cyber liability with coverage limits that are reasonable and customary for a party engaged in the activities of RioONE in Texas.

Section 17: No Assignment

This Participation Agreement may not be assigned or transferred by the Participant without the prior written consent of RioONE. This Participation Agreement shall inure to the benefit of and bind successors and permitted assigns of Participant and RioONE.

Section 18: Supervening Circumstances

No party to this Participation Agreement shall be deemed in violation of this Participation Agreement if it is prevented from performing any of the obligations under this Participation Agreement by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control. The occurrence of a force majeure event does not limit or otherwise affect RioONE's obligation to implement its disaster recovery and business continuation plans.

Section 19: Severability

Any provision of this Participation Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Participation Agreement, and such other provisions shall remain in full force and effect.

Section 20: Notices

All notices required or permitted under this Participation Agreement shall be in writing and sent to the other party at the address specified below or to such other address as either party may substitute from time to time by written notice to the other and shall be deemed given upon receipt of such notice whether by certified mail, postage prepaid, or personal or courier delivery as follows:

(i) If to RioONE: 5501 S. McColl
Edinburg, Texas 78539
Attn: General Counsel/Legal Department

(ii) If to Participant: **Hidalgo County Health Department**
1304 S. 25th Avenue
Edinburg, TX 78539

Attn: _____

with a copy to: 5501 S. McColl Rd
Edinburg, TX 78539
Attn: RioOne IT-Director

Attn: RioOne Privacy Officer

Section 21: Waiver

No term of this Participation Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

Section 22: Complete Understanding and Amendments

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Agreement other than those contained or referenced in this Agreement. All modifications or amendments to this Agreement shall be in writing, contained in a document whose sole purpose is to amend or modify this Agreement, and signed by authorized representatives of the respective Parties.

Section 23: No Medicare Exclusion

Participant hereby represents and warrants that it is not and at no time has been excluded from participation in any federally-funded health care program, including Medicare and Medicaid. Participant hereby agrees to immediately notify RioONE of any threatened, proposed, or actual exclusion from any federally-funded program, including Medicare or Medicaid. In the event that Participant is excluded from any federally-funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement, it is determined that Participant is in breach of this section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. RioONE shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and (b) the General Services Administration's List of Parties Excluded from Federal Programs (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, RioONE shall immediately notify Participant of the same. Screened Persons shall not include any employee, contractor or agent who is not providing Services under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate original as of the date(s) indicated below:

RioONE Health Network, Inc.	**Participant: Hidalgo County Health Department**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	E-Mail: _____

Exhibit A

Technical Specifications and Description of System

See Attachment

Exhibit B

Services Provided by RioONE

RioOne provides or arranges for the provision of data transmission and related services to allow Participants to conduct searches for Patient Data, and to exchange Patient Data identified from those searches, from a federated computer system that facilitates the sharing of Patient Data among disparate Participants. RioOne's services include establishing and applying standards for such exchange of Patient Data. RioOne has access to and/or is responsible to maintain some or all of such Patient Data in the performance of RioOne's services. RioOne does not aggregate or maintain a repository of Patient Data.[1]

RioOne owns and operates an Internet-based system that provides for secure electronic exchange of Protected Health Information ("PHI") among persons or entities subject to this Participation Agreement. The primary service offered by RioOne is the "HIE Service". The HIE Service consists of a Provider Directory ("PD"), a Record Locator Service ("RLS"), a point-to-point messaging service ("Direct"), and a technology platform (collectively referred to as the "Subscription") that enables the PD and RLS to operate and process Queries and Responses and Direct messages through the HIE Service.

i. The PD is a list of all RioOne Participants who may request that RioOne obtain and transfer to it PHI from another Participant ("Query") or send or make PHI available for RioOne to transfer to another Participant ("Response"). The RLS is a system that identifies Participants that have PHI relating to a particular Individual in response to a Query by a Participant and facilitates the Response to the Query. Direct is a system that enables Participants and RioOne to push secure messages to other designated Participants.

ii. RioOne agrees to make available to Participant its HIE Service consisting of its PD, RLS, Direct and Subscription through which Participant can send to, and receive from, other Participants PHI regarding Individuals who have executed RioOne and Health Information Portability and Accountability Act of 1996 ("HIPAA") compliant Authorizations to allow data exchange through RioOne.

iii. RioOne will maintain and operate the HIE Service subject to the terms and conditions of this Participation Agreement, the RioOne Privacy and Security Manual, the applicable Texas Health Services Authority ("THSA") requirements, and the Business Associate Agreement, attached as **Exhibit D**.

iv. RioOne may use agents and subcontractors to maintain and operate the HIE Service, each of whom will be required, through a written agreement, to comply with the applicable terms and conditions of this Participation Agreement.

v. RioOne will make all reasonable efforts to make the HIE Service available to Participant 24 hours a day, 7 days a week; however, the HIE Service availability may be temporarily suspended for scheduled

[1] Under Model #4, the HIO operates a federated health information exchange, pursuant to Participants make information available to other Participants who may gain access to that information upon request, and does not aggregate or maintain a repository of Patient Data. This material is base on the Model Contract for Health Information Exchange published by Markle Foundation (www.connectingforhealth.org).

maintenance or unscheduled interruptions. RioOne will use its best efforts to provide reasonable advance notice of any such suspension or interruption and to restore service as quickly as practicable.

Exhibit C

Service Fees

RioONE will provide an electronic community health record exchange system and will provide user licenses to Participants across Hidalgo and Starr Counties to access clinical information at the point of care. The costs for these licenses are set out below.

Please Note. For Physicians that currently have Cerner PowerWorks implemented within their clinic, there will be no cost to participate within RioONE Health Information Exchange until June 12, 2014, upon which a participating provider will have the option to terminate his/her participation within RioONE and incur no costs, or continue to participate in the RioONE Health Information Exchange at the agreed upon rates presented at the time of renewal.

Additionally, there will be no costs to Hidalgo County Health Department to participate in the RioONE Health Information Network, when the participation trial period ends. Once the trial period has ended, the Hidalgo County Health Department will have the option to terminate his/her participation in RioONE and incur no costs, or continue to participate in the RioONE Health Information Exchange at no costs.

Physician or medical group:

License	**Cost per Physician**
No cost; Fully Funded by MHM (Methodist Healthcare Ministries) Grant	No cost; Fully Funded by MHM (Methodist Healthcare Ministries) Grant

Hospital;

Hospital Size (# of beds)	**Cost per month**
Not Applicable; Clinic – No Beds	Not Applicable

Independent laboratory/ Independent radiology supplier/ Independent pharmacy; or Public health department

License	**Cost per month**
No cost; Fully Funded by MHM (Methodist Healthcare Ministries) Grant	No cost; Fully Funded by MHM (Methodist Healthcare Ministries) Grant

Renewal Service Fees: Service Fee Rates will be presented to Provider at the time of renewal. By signing this Agreement, Providers are not obligated to accept the proposed Service Fee Rates.

Exhibit D
Business Associate Agreement

This Business Associate Agreement amends and is part of the RioONE Health Information Exchange Participation Agreement ("Participation Agreement") between Participant ___**Hidalgo County Health Department** ("Covered Entity") and RioONE Health Network, Inc. ("Business Associate").

1. Purpose. Participant acknowledges that it is a "Covered Entity" and RioONE acknowledges that it is a "Business Associate" as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its implementing regulations, specifically 45 CFR § 160.103. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from its business associates before furnishing them with Protected Health Information ("PHI") or permitted them to obtain or create PHI to perform business associate functions. This Business Associate Agreement is entered into to provide Covered Entity with the contractual assurances required under HIPAA.

2. Definitions. Terms used but not otherwise defined in this Business Associate Agreement shall have the meaning ascribed in 42 CFR Section 160.103, 164.501, or elsewhere, in the Regulations.

A. "**ePHI**" means PHI that is maintained or transmitted in electronic media

B. "**Breach**" means with respect to PHI, the impermissible acquisition, access, use or disclosure of Unsecured PHI which compromises the security or privacy of the PHI.

C. ***"Business Associate Functions"*** means all functions performed by Business Associate under the Participation Agreement on behalf of Covered Entity which involve the creation of, access to, use or disclosure of PHI by Business Associate or its agents or subcontractors.

D. ***"HIPAA"*** means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to 1320d-7, and future amendment thereto and the Regulations issued thereunder.

E. ***"PHI"*** means protected health information as defined in the Regulations, which is created, obtained or used by Business Associate in the performance of one or more Business Associate Functions for Covered Entity.

F. ***"Regulations"*** means the final Regulations implementing the privacy and security provisions of HIPAA as amended from time to time. The Regulations are presently codified at 45 C.F.R. Parts 160, 162 and 164.

G. "***Security Incident***" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

H. "***Unsecured PHI***" means PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals by one or more of the methods outlined by the Department of Health and Human Services in 74 Fed. Reg. 70 (2009) (to be codified at 45 C.F.R.§160 and §164).

3. Permitted Uses and Disclosures of PHI. Business Associate shall only use and disclose PHI for the following purposes:

A. To perform Business Associate Functions.

B. As needed for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

4. Special Conditions on Disclosure for Business Associate's Purposes. Before Business Associate may disclose PHI to another party for a reason described in subparagraph 2b, one of the following two conditions must be met; either –

A. the disclosure must be *required by law*; or

B. Business Associate must obtain *reasonable assurances* from the person to whom the PHI is disclosed that such person will safeguard the PHI and further use and disclose it only as required by law or for the purpose for which Business Associate disclosed it to such person; and such person must agree in writing to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5. Assurances of Business Associate. As an express condition of performing Business Associate Functions, Business Associate agrees to:

A. Comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and comply with all regulations issued by the Department of Health and Human Services (HHS) to implement HITECH, as of the date by which Business Associate is required to comply with HITECH and the related regulations. Such requirements are hereby incorporated by reference into this Business Associate Agreement.

B. Use and disclose PHI only as permitted or required by this Business Associate Agreement, or as otherwise required by law. Business Associate shall not use or disclose information in a manner that would violate any applicable law if done by Covered Entity.

C. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Business Associate Agreement.

D. Report to Covered Entity's designated privacy official, without unreasonable delay but in no event more than five (5) business days of discovery by Business Associate, any acquisition, access, use or disclosure of PHI not provided for in this Business Associate Agreement or not permitted under the Regulations, including any impermissible access, acquisition, use or disclosure that is a Breach of Unsecured PHI, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall conduct a risk assessment with respect to any impermissible access, acquisition, use or disclosure to determine if there is a significant risk of financial, reputational or other harm to the individual whose PHI was impermissibly acquired, accessed, used or disclosed. Business Associate shall notify Covered Entity of any such impermissible access, acquisition, use or disclosure, including the following information in such notice:

i. A brief description of how the impermissible access, acquisition, use or disclosure occurred and how and when it was discovered.

ii. A description of whether Unsecured PHI was involved in the impermissible access, acquisition, use or disclosure, and the results of Business Associate's risk assessment.

iii. The steps Business Associate is taking to further investigate the impermissible access, acquisition, use or disclosure, to mitigate losses, and to protect against further impermissible access, acquisition, use or disclosure.

Business Associate shall cooperate with Covered Entity in mitigating any harmful effects of any such impermissible access, acquisition, use or disclosure, and in making any required notification to individuals in the case of a Breach as determined by Covered Entity.

E. Provide individuals with access to and copies of PHI maintained by Business Associate in designated record sets, and limit fees for access and copying, all in accordance with Covered Entity's obligations to individuals under 45 C.F.R. § 164.524.

F. Notify Covered Entity within three (3) business days of any request by individuals to amend PHI maintained by Business Associate in designated record sets, direct the requesting individual to Covered Entity for handling of such request, cooperate with Covered Entity in the handling of such request, and incorporate any amendment accepted by Covered Entity in accordance with §164.526 of the Regulations. Business Associate is not authorized to independently agree to any amendment of PHI.

G. Maintain a record of those disclosures of PHI by Business Associate or its agents or subcontractors which are subject to the individual's right to an accounting under § 164.528 of the Regulations and report such disclosures to Covered Entity within five (5) business days of request by Covered Entity in a form permitting Covered Entity to respond to an individual's request for an accounting.

H. Make its internal practices, books and records relating to the use and/or disclosure of PHI available to the Secretary of HHS or his or her designees for purposes of determining Covered Entity's compliance with the Regulations.

I. Return to Covered Entity or destroy (and not retain a copy) all PHI in its possession, upon the termination of the Participation Agreement or as soon as such PHI is no longer needed by Business Associate to perform its responsibilities hereunder, whichever comes first, and require its agents and subcontractors to do likewise. To the extent that return or destruction is not feasible, the protections of this Business Associate Agreement shall remain in effect for so long as Business Associate or its agents or subcontractors have possession of or access to such PHI, and Business Associate agrees to limit further uses and disclosures of the PHI to those purposes which make return or destruction infeasible.

J. Ensure that all agents and subcontractors who will create, receive, use or disclose PHI to perform a Business Associate Function under this Business Associate Agreement agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate.

K. Ensure that all other agents and contractors of Business Associate who have access to PHI to perform other services (other than Business Associate Functions) to Business Associate agree in writing to take reasonable steps to safeguard the privacy of PHI.

L. Comply with any voluntary restriction on use or disclosure of PHI accepted by Covered Entity under § 164.522(a) of the Regulations which is properly communicated to Business Associate.

M. Comply with any reasonable requests by individuals under § 164.522(b) of the Regulations to receive communications of PHI by alternative means or at alternate locations when communicated to Business Associate by Covered Entity or directly by the individual.

N. Limit the use and disclosure of PHI for purposes described in this Business Associate Agreement to the minimum necessary to perform the required function. Business Associate shall comply with any additional requirements for the determination of minimum necessary as are required from time to time by the Regulations, as amended

6. Security Assurances of Business Associate. If Business Associate will create, receive, maintain or transmit ePHI on behalf of Covered Entity, it further agrees to:

A. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI.

B. Ensure that any agent, including a subcontractor, to whom it provides ePHI, or with whom it contracts to create, receive, maintain or transmit ePHI, agrees to implement reasonable and appropriate safeguards to protect such ePHI.

C. Report to Covered Entity any Security Incident of which Business Associate becomes aware.

D. Comply with any other required provision of the Regulations, as amended by the HITECH Act.

7. Responsibility of Covered Entity. Covered Entity agrees to:

A. Notify Business Associate promptly if Covered Entity agrees to any voluntary restrictions on the use or disclosure of PHI which will affect Business Associate's use or disclosure of PHI under the Participation Agreement.

B. Notify Business Associate of any reasonable requests by individuals under §164 522(b) of the Regulations to receive communications of PHI by alternative means or at alternative locations, if such requests will affect Business Associate's services.

C. Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under §164.526 of the Regulations which Covered Entity believes will apply to PHI maintained by Business Associate in designated record sets.

8. Supervening Law. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Business Associate Agreement in such manner as it determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either party may terminate the

Participation Agreement on not less than thirty (30) days' written notice to the other. If not so terminated, the amendment or amendments proposed by Covered Entity shall become effective.

9. Term and Termination.

A. **Term**. This Business Associate Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Business Associate Agreement designed to safeguard PHI shall survive expiration or other termination of the Participation Agreement and shall continue in effect until Business Associate has performed all obligations under this Business Associate Agreement.

B. **Termination by Covered Entity**. Covered Entity may immediately terminate the Participation Agreements, if Covered Entity makes the determination that Business Associate has breached a material term of this Business Associate Agreement. Alternatively, Covered Entity may choose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure to take reasonable steps to cure the breach is grounds for the immediate termination of this Business Associate Agreement.

C. **Termination by Business Associate**. If Business Associate determines that Covered Entity has breached a material term of this Business Associate Agreement, Business Associate shall notify Covered Entity and provide Covered Entity an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure of Covered Entity to take reasonable steps to cure the breach is grounds for the immediate termination of this Business Associate Agreement.

D. **Return/Destruction infeasible**. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. Miscellaneous.

A. **Survival**. The respective rights and obligations of Business Associate and Covered Entity hereunder shall survive termination of this Business Associate Agreement according to the terms hereof and the obligations imposed on Covered Entity under HIPAA.

B. **Interpretation; Amendment**. This Business Associate Agreement shall be interpreted and applied in a manner consistent with Covered Entity's obligations under HIPAA. Except as provided in Section 8 of this Business Associate Agreement, all amendments shall be in writing and signed by both parties, except that this Business Associate Agreement shall attach to additional Participation Agreements entered into between the parties in the future without the necessity of amending this Business Associate Agreement each time. This Business Associate Agreement is intended to cover the entire Business Associate *relationship* between the parties, as amended, from time to time, through Participation Agreements or other means.

C. **Waiver**. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

D. **No Third-Party Beneficiaries**. Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations.

This Business Associate Agreement is effective _____, 2014.

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf.

Business Associate: RioONE Health Network, Inc.

Signature: _____

Printed Name: _____

Title: _____Date:_____

Participant Covered Entity: Hidalgo County Health Department

Signature: _____

Printed Name: _____

Title: _____Date:_____

RioOne Health Network

DURSA

(Data Use and Reciprocal Support Agreement)

Based on

National eHealth Collaborative

Version Date: May 3, 2011

Data Use and Reciprocal Support Agreement

This Restatement I of the Data Use and Reciprocal Support Agreement ("DURSA" or the "Agreement") is made and entered into by and between the undersigned (hereinafter referred to individually as "Participant" and collectively as "Participants") as of the Effective Date.

WITNESSETH:

WHEREAS, the Participants who previously have executed the Data Use and Reciprocal Support Agreement dated November 18, 2009, desire to amend and restate the Agreement in its entirety in order to accommodate developments that have occurred since then for the promotion and expansion of health information exchange;

WHEREAS, the Participants desire to electronically Transact, on their own behalf or on behalf of their Participant Users, health information among Participants using the Performance and Service Specifications;

WHEREAS, the Participants recognize that the Office of the National Coordinator for Health Information Technology ("ONC") plans to conduct rule-making to establish a governance mechanism for the Network. This Agreement is not intended to preempt in any manner or presume any part of that rule-making process. Rather, the Participants enter into this Agreement to enable their voluntary participation in health information exchange activities, as set forth below;

WHEREAS, the Participants are organizations that oversee and conduct, on their own behalf and/or on behalf of their Participant Users, electronic transactions or exchanges of health information among groups of persons or organizations; have the technical ability to meet the Performance and Service Specifications to electronically transact health information on their own behalf or on behalf of their Participant Users; have the organizational infrastructure and legal authority to comply with the obligations in this Agreement and to require their Participant Users to comply with applicable requirements in this Agreement; and have each individually been accepted by the Coordinating Committee as a Participant;

WHEREAS, the relationship between the Participant and the individuals whose records are available within or through their respective Systems varies from Participant to Participant and, in some cases, there is no relationship at all;

WHEREAS, as a condition of Transacting information with other Participants, each Participant must enter into this Data Use and Reciprocal Support Agreement and has agreed to do so by executing this Agreement or the Joinder Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Participants hereto mutually agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meaning ascribed to them below. All defined terms are capitalized throughout this Agreement.

a. **Applicable Law** shall mean:

(i) for the Participants that are not Federal Participants, all applicable statutes and regulations of the State(s) or jurisdiction(s) in which the Participant operates, as well as all applicable Federal statutes, regulations, standards and policy requirements;

(ii) for the Federal Participants, all applicable Federal statutes, regulations, standards and policy requirements.

b. **Authorization** shall have the meaning and include the requirements set forth at 45 CFR § 164.508 of the HIPAA Regulations and include any similar but additional requirements under Applicable Law.

c. **Breach** shall mean the unauthorized acquisition, access, disclosure, or use of Message Content while Transacting such Message Content pursuant to this Agreement. The term ‘‘Breach’’ does not include the following:

(i) any unintentional acquisition, access, disclosure, or use of Message Content by an employee or individual acting under the authority of a Participant or Participant User if—

(I) such acquisition, access, disclosure, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the Participant or Participant User; and

(II) such Message Content is not further acquired, accessed, disclosed or used by such employee or individual; or

(ii) any acquisition, access, disclosure or use of information contained in or available through the Participant’s System where such acquisition, access, disclosure or use was not directly related to Transacting Message Content.

d. **Business Associate** shall have the meaning set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations.

e. **Common Participant Resources** shall mean software, utilities and automated tools made available for use in connection with the Transaction of Message Content pursuant to this Agreement and which have been designated as "Common Participant Resources" by the Coordinating Committee pursuant to the Operating Policies and Procedures.

f. **Confidential Participant Information**, for the purposes of this Agreement, shall mean proprietary or confidential materials or information of a Discloser in any medium or format that a Discloser labels as such upon disclosure. Confidential Participant Information includes, but is not limited to:

(i) the Discloser's designs, drawings, procedures, trade secrets, processes, specifications, source code, System architecture, security measures, research and development, including, but not limited to, research protocols and findings, passwords and identifiers, new products, and marketing plans;

(ii) proprietary financial and business information of a Discloser; and

(iii) information or reports provided by a Discloser to a Receiving Party pursuant to this Agreement. Notwithstanding any label to the contrary, Confidential Participant Information does not include Message Content; any information which is or becomes known publicly through no fault of a Receiving Party; is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from a Discloser as documented by Receiving Party's written records; or, is independently developed by Receiving Party without reference to, reliance on, or use of, Discloser's Confidential Participant Information. Message Content is excluded from the definition of Confidential Participant Information because other provisions of the DURSA address the appropriate protections for Message Content.

g. **Covered Entity** shall have the meaning set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations.

h. **Digital Credentials** shall mean a mechanism that enables Participants to electronically prove their identity and their right to Transact Message Content with other Participants.

i. **Discloser** shall mean a Participant that discloses Confidential Participant Information to a Receiving Party.

j. **Dispute** shall mean any controversy, dispute, or disagreement arising out of or relating to this Agreement.

k. **Dispute Resolution Subcommittee** shall mean the standing subcommittee of the Coordinating Committee that is established pursuant to, and performs the tasks described in, Attachment 6 of this Agreement.

l. **Effective Date** shall mean the date specified in Section 23.12 of this Agreement.

m. **Emergent Specifications** shall mean the technical specifications that a group of existing and/or potential Participants are prepared to implement to test the feasibility of the specifications, to identify whether the specifications reflect an appropriate capability for the Participants, and assess whether the specifications are sufficiently mature to add as a production capability that is available to the Participants.

n. **Federal Participants** shall mean those Participants that are Federal agencies.

o. **Governmental Participants** shall mean collectively those Participants that are local, state or Federal agencies.

p. **Health Care Operations** shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

q. **Health Care Provider** shall have the meaning set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations.

r. **Health Information Service Provider or HSP** shall mean a company or other organization that will support one or more Participants by providing them with operational, technical, or health information exchange services.

s. **Health Plan** shall have the meaning set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations.

t. **HIPAA Regulations** shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164) promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect on the Effective Date of this Agreement and as may be amended, modified, or renumbered.

u. **Joinder Agreement** shall mean the agreement that each New Participant signs pursuant to which the New Participant agrees to be bound by this Agreement. The form of the Joinder Agreement is attached hereto as Attachment 7.

v. **Message** shall mean an electronic transmission of Message Content Transacted between Participants using the Specifications. Messages are intended to include all types of electronic transactions as specified in the Performance and Service Specifications, including the data or records transmitted with those transactions.

w. **Message Content** shall mean that information contained within a Message or accompanying a Message using the Specifications. This information includes, but is not limited to, Protected Health Information (PHI), de-identified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), individually identifiable information, pseudonymized data, metadata, Digital Credentials, and schema.

x. **Network** shall mean the all of the standards, services and policies identified by ONC that enables secure health information exchange over the Internet. As of December 2010, the group of ONC identified standards, services and policies is called the Nationwide Health Information Network, but may be renamed by ONC.

y. **New Participant** shall mean an organization or agency that is approved as a Participant by the Coordinating Committee pursuant to the Operating Policies and Procedures and Section 23.03 of this Agreement.

z. **Non-Federal Participants** shall mean collectively those Participants which are not Federal Participants.

aa. **Non-Governmental Participants** shall mean collectively those Participants which are not Governmental Participants.

bb. **Notice or Notification** shall mean a written communication, unless otherwise specified in this Agreement, sent to the appropriate Participant's representative at the address listed in Attachment 4 or the Coordinating Committee in accordance with Section 22.

cc. **ONC** shall mean the Office of the National Coordinator for Health Information Technology in the Office of the Secretary, U.S. Department of Health and Human Services.

dd. **Operating Policies and Procedures** shall mean the policies and procedures adopted by the Coordinating Committee that describe

(i) management, operation and maintenance of the Performance and Service Specifications;

(ii) qualifications, requirements and activities of Participants when Transacting Message Content with other Participants; and

(iii) support of the Participants who wish to Transact Message Content with other Participants. The Operating Policies and Procedures are attached

hereto as Attachment 3, as amended from time to time in accordance with Section 11.03.

ee. **Participant** shall mean any organization that

(i) meets the requirements for participation as contained in the Operating Policies and Procedures;

(ii) is provided with Digital Credentials; and

(iii) is a signatory to this Agreement or a Joinder Agreement. Participants may act as either a Submitter, Recipient or both when Transacting Message Content.

ff. **Participant Access Policies** shall mean those policies and procedures of a Participant that govern the Participant Users' ability to transact information using the Participant's system including, but not limited to, the Transaction of Message Content.

gg. **Participant User** shall mean any person who has been authorized to Transact Message Content through the respective Participant's System in a manner defined by the respective Participant. "Participant Users" may include, but are not limited to, Health Care Providers; Health Plans; individuals whose health information is contained within, or available through, a Participant's System; and employees, contractors, or agents of a Participant. A Participant User may act as either a Submitter, Recipient or both when Transacting Message Content.

hh. **Payment** shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

ii. **Performance and Service Specifications** shall mean the Validation Plan and the Specifications, as well as any implementation guidance, migration plans and other technical materials and resources approved by the Coordinating Committee in accordance with Section 10.03 of this Agreement.

jj. **Permitted Purpose** shall mean one of the following reasons for which Participants or Participant Users may legitimately Transact Message Content:

1. Treatment of the individual who is the subject of the Message;

2. Payment activities of the Health Care Provider for the individual who is the subject of the Message which includes, but is not limited to, Transacting Message Content in response to or to support a claim for reimbursement submitted by a Health Care Provider to a Health Plan.

3. Health Care Operations of either

.01. the Submitter if the Submitter is a Covered Entity;

.02. the Recipient if (i) the Recipient is a Health Care Provider who has an established Treatment relationship with the individual who is the subject of the Message or the Recipient is Transacting Message Content on behalf of such Health Care Provider; and (ii) the purpose of the Transaction is for those Health Care Operations listed in paragraphs (1) or (2) of the definition of Health Care Operations in 45 C.F.R. § 164.501 or health care fraud and abuse detection or compliance of such Health Care Provider;

.03. a Covered Entity if the Submitter is Transacting Message Content on behalf of such Covered Entity; or

4. Public health activities and reporting as permitted by Applicable Law, including the HIPAA Regulations at 45 C.F.R. § 164.512(b) or 164.514(e);

5. Any purpose to demonstrate meaningful use of certified electronic health record technology by the:

(i) Submitter,
(ii) Recipient or
(iii) Covered Entity on whose behalf the Submitter or the Recipient may properly Transact Message Content under this Agreement, provided that the purpose is not otherwise described in subsections 1-4 of this definition and the purpose is permitted by Applicable Law, including but not limited to the HIPAA regulations. "Meaningful use of certified electronic health record technology" shall have the meaning assigned to it in the regulations promulgated by the Department of Health and Human Services under the American Recovery and Reinvestment Act, Sections 4101 and 4102; and

6. Uses and disclosures pursuant to an Authorization provided by the individual who is the subject of the Message or such individual's personal representative as described in 45 C.F.R. § 164.502(g) of the HIPAA Regulations.

kk. **Protected Health Information or PHI** shall have the meaning set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations.

ll. **Receiving Party** shall mean a Participant that receives Confidential Participant Information in any capacity including, but not limited to, as a member of the Coordinating Committee, from a Discloser.

mm. **Recipient** shall mean the Participant(s) or Participant User(s) that receives Message Content through a Message from a Submitter for a Permitted Purpose.

For purposes of illustration only, Recipients include, but are not limited to, Participants or Participant Users who receive queries, responses, subscriptions, publications or unsolicited Messages.

nn. **Specifications** shall mean the specifications adopted by the Coordinating Committee pursuant to this Agreement to prescribe the data content, technical, and security requirements to enable the Participants to Transact Message Content. Specifications may include, but are not limited to, specific Network standards, services and policies. The Specifications are attached hereto as Attachment 1, and may be amended from time to time in accordance with Sections 10.02 and 10.03.

oo. **Submitter** shall mean the Participant(s) or Participant User(s) who submits Message Content through a Message to a Recipient for a Permitted Purpose. For purposes of illustration only, Submitters include, but are not limited to, Participants or Participant Users who push Messages with Message Content, send Messages seeking Message Content, send Messages in response to a request, send subscription Messages, or publish Messages with Message Content in response to subscription Messages.

pp. **System** shall mean software, portal, platform, or other electronic medium controlled by a Participant through which the Participant conducts its health information exchange related activities. For purposes of this definition, it shall not matter whether the Participant controls the software, portal, platform, or medium through ownership, lease, license, or otherwise.

qq. **Testing** shall mean the tests and demonstrations of a Participant's System and processes used for interoperable health information exchange, to assess conformity with the Specifications and Validation Plan.

rr. **Transact** shall mean to send, request, receive, assert, respond to, submit, route, subscribe to, or publish Message Content using the Performance and Service Specifications.

ss. **Transaction Pattern** shall mean a type of information exchange service(s) enabled by the Specifications. The Operating Policies and Procedures will identify the Transaction Pattern(s) and the Specifications required to implement each Transaction Pattern. As of December 2010, the Transaction Patterns are submission, query and respond, publish and subscribe, and routing. The Transaction Patterns may be amended from time to time through amendment of the Specifications and the Operating Policies and Procedures.

tt. **Treatment** shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

uu. **Validation Plan** shall mean the framework for Testing and demonstrations for parties seeking to become Participants. The Validation Plan is attached hereto as Attachment 2, and as amended from time to time in accordance with Sections 10.02 and 10.03.

2. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Agreement in their entirety and shall be given full force and effect as if set forth in the body of this Agreement.

3. **Purpose of the DURSA**.

3.01. The purpose of this Agreement is to provide a legal framework that will enable Participants to Transact Message Content with other Participants using the Performance and Service Specifications.

3.02. This Agreement hereby amends the November 18, 2009, Data Use and Reciprocal Support Agreement in its entirety, which has been entered into by some of the Participants.

4. **Coordinating Committee**.

4.01. **Formation of the Coordinating Committee**. To support the Participants who wish to Transact Message Content with other Participants, there shall be a Coordinating Committee.

4.02. **Composition of the Coordinating Committee.** The Coordinating Committee shall be composed of representatives of the Charter Participants and the Affiliation Groups as described more specifically herein. The Coordinating Committee is authorized to adopt, pursuant to the process in Section 11.03, Operating Policies and Procedures that modify the composition of the Coordinating Committee in response to a change in Federal law or regulation that results in a modification of the Participant eligibility requirements set forth in the Operating Policies and Procedures.

a. **Charter Participant Representatives**. "Charter Participants" shall mean the first five Federal Participants and the first five Non-Federal Participants that actively engage in Transacting Message Content.

Until September 30, 2014, each of the Charter Participants shall be entitled to appoint one individual to serve as that Charter Participant's representative on the Coordinating Committee so long as the Charter Participant continues to be a Participant. Prior to September 30, 2013, the Coordinating Committee shall determine a process for evaluating continuation of the Charter Participants' representation on the Coordinating Committee after September 30, 2014.

b. **Affiliation Group Representatives**. "Affiliation Group" shall mean (i) all those Non-Federal Participants who are eligible to Transact Message Content in connection with a contract, grant, or cooperative agreement issued by the same Federal agency; or (ii) a Federal Participant and those Non-Federal Participants who are Transacting Message Content with it. By way of example only, all those Non-Federal Participants who are eligible to Transact Message Content in connection with a contract issued by ONC would be considered an "Affiliation Group." By way of example only, the Social Security Administration (SSA) and those Non-Federal Participants who are Transacting Message Content with SSA would be considered an "Affiliation Group."

Annually, each Affiliation Group shall be entitled to select one individual to serve as the Affiliation Group's representative on the Coordinating Committee. The initial term of an Affiliation Group representative shall commence upon that person's selection by the Affiliation Group and end on September 30th of the following year. After this initial term, the selected representative of an Affiliation Group shall serve a one-year term from October 1 of one year until September 30th of the following year. The Coordinating Committee shall adopt Operating Policies and Procedures to define the manner in which the selection of a representative of an Affiliation Group is conducted.

The selected individual shall be either an employee or contractor of a Participant in that Affiliation Group. If the selected individual ceases to be an employee or contractor of a Participant in that Affiliation Group, the Affiliation Group shall be entitled to select a new representative on the Coordinating Committee to serve the remaining term of that individual.
The Coordinating Committee is authorized to adopt, pursuant to the process in Section 11.03, Operating Policies and Procedures to allow one or more Affiliation Groups to each select more than one representative if the number of Participants in the smallest Affiliation Group is less than 25% of the number of Participants in the largest Affiliation Group. In no case, however, may the Coordinating Committee adopt Operating Policies and Procedures that expand membership of the Coordinating Committee beyond twenty-one voting members.

c. **ONC Representative**. ONC shall be entitled to appoint an ex-officio, non-voting representative to serve on the Coordinating Committee.

d. In no case shall a Participant have more than one employee or contractor serving concurrently as representatives on the Coordinating Committee.

4.03. **Grant of Authority**. The Participants hereby grant to the Coordinating Committee the right to provide oversight, facilitation and support for the Participants who Transact

Message Content with other Participants by conducting activities including, but not limited to, the following:

a. Determining whether to admit a New Participant;

b. Maintaining a definitive list of all Transaction Patterns supported by each of the Participants;

c. Developing and amending Operating Policies and Procedures in accordance with Section 11 of this Agreement;

d. Receiving reports of Breaches and acting upon such reports in accordance with Section 14.03 of this Agreement (Breach Notification);

e. Suspending or terminating Participants in accordance with Section 19 of this Agreement (Suspension and Termination);

f. Resolving Disputes between Participants in accordance with Section 21 of this Agreement (Dispute Resolution);

g. Managing the amendment of this Agreement in accordance with Section 23.02 of this Agreement;

h. Evaluating, prioritizing and adopting new Performance and Service Specifications, changes to existing Performance and Service Specifications and the artifacts required by the Validation Plan in accordance with Section 10 of this Agreement;

i. Maintaining a process for managing versions of the Performance and Service Specifications, including migration planning;

j. Evaluating requests for the introduction of Emergent Specifications into the production environment used by the Participants to Transact Message Content;

k. Coordinating with ONC to help ensure the interoperability of the Performance and Service Specifications with other health information exchange initiatives including, but not limited to, providing input into the broader ONC specifications activities and ONC Standards and Interoperability Framework initiatives; and

l. Fulfilling all other responsibilities delegated by the Participants to the Coordinating Committee as set forth in this Agreement.

To the extent permitted under Applicable Law, this grant of authority to the Coordinating Committee is unconditional and does not require any further consideration or action by any Participant.

The Coordinating Committee shall have the authority to unilaterally delegate to the Chairperson of the Coordinating Committee or a subcommittee of the Coordinating Committee any of the authorities, duties or responsibilities granted

to the Coordinating Committee by the Participants. Any delegation of the Coordinating Committee's authorities, duties or responsibilities to a designee other than the Chairperson of the Coordinating Committee or a subcommittee of the Coordinating Committee shall be accomplished through the adoption of Operating Policies and Procedures pursuant to Section 11.03.

4.04. In no case shall a Participant be required to disclose PHI to the Coordinating Committee in violation of Applicable Law. The Coordinating Committee shall not retaliate against a Participant that decides not to disclose PHI upon the request of the Coordinating Committee.

5. **Use of Message Content**.

5.01. **Permitted Purpose**. Participants shall only Transact Message Content for a Permitted Purpose as defined in this Agreement. Each Participant shall require that its Participant Users comply with this Section 5.01.

5.02. **Permitted Future Uses.** Subject to this Section 5.02 and Section 19.07, Recipients may retain, use and re-disclose Message Content in accordance with Applicable Law and the Recipient's record retention policies and procedures. If the Recipient is a Participant that is a Business Associate of its Participant Users, such Participant may retain, use and re-disclose Message Content in accordance with Applicable Law and the agreements between the Participant and its Participant Users.

5.03. **Management Uses**. The Coordinating Committee may request information from Participants, and Participants shall provide requested information, for the purposes listed in Section 4.03 of this Agreement. Notwithstanding the preceding sentence, in no case shall a Participant be required to disclose PHI to the Coordinating Committee in violation of Applicable Law. Any information, other than Message Content, provided by a Participant to the Coordinating Committee shall be labeled as Confidential Participant Information and shall be treated as such in accordance with Section 16.

6. **System Access Policies**.

6.01. **Autonomy Principle**. Each Participant shall have Participant Access Policies. Each Participant acknowledges that Participant Access Policies will differ among them as a result of differing Applicable Law and business practices. Each Participant shall be responsible for determining whether and how to Transact Message Content based on the application of its Participant Access Policies to the information contained in the Message. The Participants agree that each Participant shall comply with the Applicable Law, this Agreement, and all applicable Performance and Service Specifications in Transacting Message Content.

6.02. **Identification**. Each Participant shall employ a process by which the Participant, or its designee, validates sufficient information to uniquely identify each person seeking to become a Participant User prior to issuing credentials that would grant the person access to the Participant's System.

6.03. **Authentication**. Each Participant shall employ a process by which the Participant, or its designee, uses the credentials issued pursuant to Section 6.02 to verify the identity of each Participant User prior to enabling such Participant User to Transact Message Content.

7. **Enterprise Security**.

7.01. **General**. Each Participant shall be responsible for maintaining a secure environment that supports the operation and continued development of the Performance and Service Specifications. Participants shall use appropriate safeguards to prevent use or disclosure of Message Content other than as permitted by this Agreement, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of that Message Content. Appropriate safeguards for Non-Federal Participants shall be those identified in the HIPAA Security Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and C, as safeguards, standards, "required" implementation specifications, and "addressable" implementation specifications to the extent that the "addressable" implementation specifications are reasonable and appropriate in the Participant's environment. If an "addressable" implementation specification is not reasonable and appropriate in the Participant's environment, then the Participant must document why it would not be reasonable and appropriate to implement the implementation specification and implement an equivalent alternative measure if reasonable and appropriate. Appropriate safeguards for Federal Participants shall be those required by Applicable Law related to information security. Each Participant shall, as appropriate under either the HIPAA Regulations, or under Applicable Law, have written privacy and security policies in place by the Participant's respective Effective Date. Participants shall also be required to comply with any Performance and Service Specifications or Operating Policies and Procedures adopted by the Coordinating Committee, respectively, that define expectations for Participants with respect to enterprise security.

7.02. **Malicious Software**. Each Participant shall ensure that it employs security controls that meet applicable industry or Federal standards so that the information and Message Content being Transacted and any method of Transacting such information and Message Content will not introduce any viruses, worms, unauthorized cookies, Trojans, malicious software, "malware," or other program, routine, subroutine, or data designed to disrupt the proper operation of a System or any part thereof or any hardware or software used by a Participant in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause a System or any part thereof or any hardware, software or data used by a Participant in connection

therewith, to be improperly accessed, destroyed, damaged, or otherwise made inoperable. In the absence of applicable industry standards, each Participant shall use all commercially reasonable efforts to comply with the requirements of this Section.

8. **Equipment and Software**. Each Participant shall be responsible for procuring, and assuring that its Participant Users have or have access to, all equipment and software necessary for it to Transact Message Content. Each Participant shall ensure that all computers and electronic devices owned or leased by the Participant and its Participant Users to be used to Transact Message Content are properly configured, including, but not limited to, the base workstation operating system, web browser, and Internet connectivity.

9. **Auditing**. Each Participant represents that, through its agents, employees, and independent contractors, it shall have the ability to monitor and audit all access to and use of its System related to this Agreement, for system administration, security, and other legitimate purposes. Each Participant shall perform those auditing activities required by the Performance and Service Specifications.

10. **Performance and Service Specifications**.

10.01. **General Compliance.**

a. **Transaction Patterns.** Each Participant shall implement and maintain at least one Transaction Pattern as a Submitter, a Recipient or both. Each Participant shall implement and maintain a Transaction Pattern only after appropriate approval and validation by the Coordinating Committee in accordance with the Operating Policies and Procedures.

b. **Performance and Service Specifications**. Each Participant shall comply with (i) all of the Performance and Service Specifications applicable to the Transaction Pattern(s) that the Participant implements and maintains; and (ii) those Performance and Service Specifications identified by the Coordinating Committee as applicable to all Participants.

10.02. **Adoption of Performance and Service Specifications**. The Participants hereby grant the Coordinating Committee or its designee the right to adopt new Performance and Service Specifications, and to adopt amendments to, or repeal and replacement of, the Performance and Service Specifications at any time through the Performance and Service Specification Change Process described in Section 10.03.

10.03. **Performance and Service Specification Change Process**.

a. **Participant Comment Period**. Prior to approving any new, amended, repealed or replaced Performance and Service Specification, the Coordinating Committee shall solicit and consider comments from the Participants on the new, amended, repealed or replaced Performance and Service Specification.

b. **Objection Period**. Following the Coordinating Committee's approval of the new, amended, repealed or replaced Performance and Service Specification, the Participants shall be given thirty (30) calendar days to review the approved Performance and Service Specification and register an objection if the Participant believes that the new, amended, repealed or replaced Performance and Service Specification will have a significant adverse operational or financial impact on the Participant. Such objection shall be submitted to the Coordinating Committee and contain a summary of the Participant's reasons for the objection.

c. **Approval of Changes to the Performance and Service Specifications**.

1. **Less Than One-Third of Participants Object**. If the Coordinating Committee receives objections from less than one-third of the Participants during the thirty (30) calendar day objection period, the new, amended, repealed or replaced Performance and Service Specification shall go into effect as approved by the Coordinating Committee and on the date identified by the Coordinating Committee, unless the Coordinating Committee withdraws the new, amended, repealed or replaced Performance and Service Specification prior to such date. Consistent with Section 10.03(d), the effective date identified by the Coordinating Committee may not be any earlier than the end of the thirty (30) calendar day objection period.

2. **More Than One-Third of Participants Object**. If the Coordinating Committee receives objections from one-third or more of the Participants during such thirty (30) day period, the Coordinating Committee shall review the new, amended, repealed or replaced Performance and Service Specification in light of the objections and make a determination as to how to modify the new, amended, repealed or replaced Performance and Service Specification, if at all. Once the Coordinating Committee finalizes its determination, it shall communicate this determination to the Participants and seek their approval. At least two-thirds of the Non-Governmental Participants and at least two-thirds of the Governmental Participants must approve the new, amended, repealed or replaced Performance and Service Specification for it to become effective.

d. **Implementation**. The Coordinating Committee shall provide Notice of new, amended, repealed or replaced Performance and Service Specification at least thirty (30) calendar days prior to the effective date of such new, amended, repealed or replaced Performance and Service Specification. This thirty (30) calendar day period may run concurrently with the thirty (30) calendar day objection period. Within fifteen (15) calendar days of receiving Notice of the new, amended, repealed or replaced Performance and Service Specification, a Participant may request that the Coordinating Committee delay implementation of such the new, amended, repealed or replaced Performance and Service

Specification based on good cause. The Coordinating Committee shall respond to a request to delay implementation within seven (7) calendar days of receiving the request.

e. **Participant Duty to Terminate Participation**. If, as a result of a change made by the Coordinating Committee in accordance with this Section 10.03, a Participant will not be able to comply with the Performance and Service Specifications or does not otherwise desire to continue to Transact Message Content with other Participants after such change becomes effective, then such Participant shall terminate this Agreement accordance with Section 19.02.

11. **Operating Policies and Procedures**.

11.01. **General Compliance.** Each Participant shall comply with the Operating Policies and Procedures adopted by the Coordinating Committee in accordance with this Agreement.

11.02. **Development of the Operating Policies and Procedures.** The Participants hereby grant the Coordinating Committee the power to develop new Operating Policies and Procedures, and to amend, or repeal and replace, the Operating Policies and Procedures at any time through the Operating Policies and Procedures Change Process described in Section 11.03.

11.03. **Operating Policies and Procedures Change Process**.

a. **Participant Comment Period**. Prior to approving any new, amended, repealed or replaced Operating Policies and Procedures, the Coordinating Committee shall solicit and consider comments from the Participants on the new, amended, repealed or replaced Operating Policies and Procedures.

b. **Objection Period**. Following the Coordinating Committee's approval of the new, amended, repealed or replaced Operating Policies and Procedures, the Participants shall be given thirty (30) calendar days to review the approved Operating Policies and Procedures and register an objection if the Participant believes that the new, amended, repealed or replaced Operating Policies and Procedures will have a significant adverse operational or financial impact on the Participant. Such objection shall be submitted to the Coordinating Committee and contain a summary of the Participant's reasons for the objection.

c. **Approval of Changes to the Operating Policies and Procedures**.

1. **Less Than One-Third of Participants Object**. If the Coordinating Committee receives objections from less than one-third of the Participants during the thirty (30) calendar day objection period, the new, amended, repealed or replaced Operating Policies and Procedures shall go into effect as approved by the Coordinating Committee and on the date identified by

the Coordinating Committee, unless the Coordinating Committee withdraws the new, amended, repealed or replaced Operating Policies and Procedures prior to such date. Consistent with Section 11.03(d), the effective date identified by the Coordinating Committee may not be any earlier than the end of the thirty (30) day calendar objection period.

2. **More Than One-Third of Participants Object**. If the Coordinating Committee receives objections from one-third or more of the Participants during such thirty (30) calendar day period, the Coordinating Committee shall review the new, amended, repealed or replaced Operating Policies and Procedures in light of the objections and make a determination as to how to modify the new, amended, repealed or replaced Operating Policies and Procedures, if at all. Once the Coordinating Committee finalizes its determination, it shall communicate this determination to the Participants and seek their approval. At least two-thirds of the Non-Governmental Participants and at least two-thirds of the Governmental Participants must approve the new, amended, repealed or replaced Operating Policies and Procedures for them to become effective.

d. **Implementation**. The Coordinating Committee shall provide Notice of new, amended, repealed or replaced Operating Policies and Procedures at least thirty (30) calendar days prior to the effective date of such new, amended, repealed or replaced Operating Policies and Procedures. This thirty (30) calendar day period may run concurrently with the thirty (30) calendar day objection period.

Within fifteen (15) calendar days of receiving Notice of the new, amended, repealed or replaced Operating Policies and Procedures, a Participant may request that the Coordinating Committee delay implementation of such the new, amended, repealed or replaced Operating Policies and Procedures based on good cause. The Coordinating Committee shall respond to a request to delay implementation within seven (7) calendar days of receiving the request.

12. Expectations of Participants.

12.01. Minimum Requirement for Participants that request Message Content for Treatment.

a. All Participants that request, or allow their respective Participant Users to request, Message Content for Treatment shall have a corresponding reciprocal duty to respond to Messages that request Message Content for Treatment. A Participant shall fulfill its duty to respond by either (i) responding to the Message with the requested Message Content or, (ii) responding with a standardized response that indicates the Message Content is not available or cannot be exchanged. All responses to Messages shall comply with Performance and

Service Specifications, this Agreement, any agreements between Participants and their Participant Users, and Applicable Law. Participants may, but are not required to, Transact Message Content for a Permitted Purpose other than Treatment. Nothing in this Section 12.01(a) shall require a disclosure that is contrary to a restriction placed on the Message Content by a patient pursuant to Applicable Law.

b. Each Participant that requests, or allows its respective Participant Users to request, Message Content for Treatment shall Transact Message Content with all other Participants for Treatment, in accordance with Sections 6, 12.01(a) and 14 of this Agreement. If a Participant desires to stop Transacting Message Content with another Participant based on the other Participant's acts or omissions in connection with this Agreement, the Participant may temporarily stop Transacting Message Content with such Participant either through modification of its Participant Access Policies or through some other mechanism, to the extent necessary to address the Participant's concerns. If any such cessation occurs, the Participant shall provide a Notification to the Coordinating Committee of such cessation and the reasons supporting the cessation. The Participants shall submit the Dispute leading to the cessation to the Dispute Resolution Process in Section 21. If the cessation is a result of a Breach that was reported to, and deemed resolved by, the Coordinating Committee pursuant to Section 14.03, the Participants involved in the Breach and the cessation shall engage in the Dispute Resolution Process in Section 21 in an effort to attempt to reestablish trust and resolve any security concerns arising from the Breach.

12.02. **Participant Users and HSPs**. Each Participant shall require that all of its Participant Users and HSPs Transact Message Content only in accordance with the terms and conditions of this Agreement, including without limitation those governing the use, confidentiality, privacy, and security of Message Content. Each Participant shall discipline appropriately any of its employee Participant Users, or take appropriate contractual action with respect to contractor Participant Users or HSPs, who fail to act in accordance with the terms and conditions of this Agreement relating to the privacy and security of Message Content, in accordance with Participant's employee disciplinary policies and procedures and its contractor and vendor policies and contracts, respectively.

12.03. **License to Common Participant Resources.** Participant is hereby granted a nonexclusive, nontransferable, revocable and limited license to Common Participant Resources solely for use as a Participant in performance of this Agreement. Participant shall not (a) sell, sublicense, transfer, exploit or, other than pursuant to this Agreement, use any Common Participant Resources for Participant's own financial benefit or any commercial purpose, or (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code to any Common Participant Resources. THE COMMON PARTICIPANT RESOURCES ARE PROVIDED "AS IS" AND "AS

AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

13. **Specific Duties of a Participant When Submitting a Message**. Whenever a Participant or Participant User acts as a Submitter by submitting a Message to another Participant or Participant User, the Submitter shall be responsible for:

13.01. Submitting each Message in compliance with Applicable Law, this Agreement, the applicable Performance and Service Specifications, and Operating Policies and Procedures including, but not limited to, representing that the Message is:

(i) for a Permitted Purpose;

(ii) submitted by a Submitter who has the requisite authority to make such a submission;

(iii) supported by appropriate legal authority for Transacting the Message Content including, but not limited to, any consent or Authorization, if required by Applicable Law; and

(iv) submitted to the intended Recipient.

13.02. Representing that assertions or statements related to the submitted Message are true and accurate, if such assertions or statements are required by the Performance and Service Specifications or Operating Policies and Procedures;

13.03. Submitting a copy of the Authorization, if the Submitter is requesting Message Content from another Participant or Participant User based on the Permitted Purpose described in Section 1(jj)(6). Nothing in this Section shall be interpreted as requiring a Submitter who is requesting Message Content to obtain or transmit an Authorization for a request based on a Permitted Purpose other than the one described in Section 1(jj)(6), even though certain other Participants or Participant Users require such Authorization to comply with Applicable Law.

13.04. For Federal Participants only, in addition to complying with Sections 13.01 through 13.03, ensuring that Messages submitted by such Federal Participant adhere to interoperability standards adopted by the Secretary of Health and Human Services, and the National Institute of Standards and Technology (NIST) and the Federal Information Processing Standards (FIPS), as applicable.

14. **Privacy and Security**.

14.01. **Applicability of HIPAA Regulations**. Message Content may contain PHI. Furthermore, some, but not all, Participants are either a Covered Entity or a Business

Associate. Because the Participants are limited to Transacting Message Content for only a Permitted Purpose, the Participants do not intend to become each other's Business Associate by virtue of signing this Agreement or Transacting Message Content. As a result, the DURSA is not intended to serve as a Business Associate Agreement among the Participants. To support the privacy, confidentiality, and security of the Message Content, each Participant agrees as follows:

a. If the Participant is a Covered Entity, the Participant does, and at all times shall, comply with the HIPAA Regulations to the extent applicable.

b. If the Participant is a Business Associate of a Covered Entity, the Participant does, and shall at all times, comply with the provisions of its Business Associate Agreements (or for governmental entities relying upon 45 C.F.R. §164.504(e)(3)(i)(A), its Memoranda of Understanding) and Applicable Law.

c. If the Participant is a Governmental Participant, the Participant does, and at all times shall, comply with the applicable privacy and security laws and regulations.

d. If the Participant is neither a Covered Entity, a Business Associate nor a Governmental Participant, the Participant shall, as a contractual standard, at all times, at a minimum, comply with the provisions of the HIPAA Regulations set forth in Attachment 5 as if it were acting in the capacity of a Covered Entity or such other standards as decided by the Coordinating Committee.

14.02. **Safeguards**. In accordance with Sections 7, 8 and 9, Participant agrees to use reasonable and appropriate administrative, physical, and technical safeguards and any Performance and Service Specifications and Operating Policies and Procedures to protect Message Content and to prevent use or disclosure of Message Content other than as permitted by Section 5 of this Agreement.

14.03. **Breach Notification**.

a. Each Participant agrees that within one (1) hour of discovering information that leads the Participant to reasonably believe that a Breach may have occurred, it shall alert other Participants whose Message Content may have been Breached and the Coordinating Committee to such information. As soon as reasonably practicable, but no later than twenty-four (24) hours after determining that a Breach has occurred, the Participant shall provide a Notification to all Participants likely impacted by the Breach and the Coordinating Committee of such Breach. The Notification should include sufficient information for the Coordinating Committee to understand the nature of the Breach. For instance, such Notification could include, to the extent available at the time of the Notification, the following information:

- One or two sentence description of the Breach

 Description of the roles of the people involved in the Breach (e.g. employees, Participant Users, service providers, unauthorized persons, etc.)
 The type of Message Content Breached
 Participants likely impacted by the Breach
 Number of individuals or records impacted/estimated to be impacted by the Breach
 Actions taken by the Participant to mitigate the Breach
 Current Status of the Breach (under investigation or resolved)
 Corrective action taken and steps planned to be taken to prevent a similar Breach.

The Participant shall supplement the information contained in the Notification as it becomes available and cooperate with other Participants and the Coordinating Committee in accordance with Section 20(e) of this Agreement. The Notification required by this Section 14.03 shall not include any PHI. If, on the basis of the Notification, a Participant desires to stop Transacting Message Content with the Participant that reported a Breach, it shall stop Transacting Message Content in accordance with Section 12.01(b) of this Agreement. If, on the basis of the notification, the Coordinating Committee determines that (i) the other Participants that have not been notified of the Breach would benefit from a summary of the Notification or (ii) a summary of the Notification to the other Participants would enhance the security of the Performance and Service Specifications, it may provide, in a timely manner, a summary to such Participants that does not identify any of the Participants or individuals involved in the Breach.

b. Information provided by a Participant in accordance with this Section 14.03, except Message Content, may be "Confidential Participant Information." Such "Confidential Participant Information" shall be treated in accordance with Section 16.

c. This Section 14.03 shall not be deemed to supersede a Participant's obligations (if any) under relevant security incident, breach notification or confidentiality provisions of Applicable Law.
d. Compliance with this Section 14.03 shall not relieve Participants of any other security incident or breach reporting requirements under Applicable Law including, but not limited to, those related to consumers.

15. **Representations and Warranties**. Each Participant hereby represents and warrants the following:

15.01. **Accurate Participant Information**. Except to the extent prohibited by Applicable Law, each Participant has provided, and shall continue to provide, the Coordinating

Committee with all information reasonably requested by the Coordinating Committee and needed by the Coordinating Committee to discharge its duties under this Agreement or Applicable Law, including during the Dispute Resolution Process. Any information provided by a Participant to the Coordinating Committee shall be responsive and accurate. Each Participant shall provide Notice to the Coordinating Committee if any information provided by the Participant to the Coordinating Committee materially changes. Each Participant acknowledges that the Coordinating Committee reserves the right to confirm or otherwise verify or check, in its sole discretion, the completeness and accuracy of any information provided by a Participant at any time and each Participant shall reasonably cooperate with the Coordinating Committee in such actions, given reasonable prior notice.

15.02. **Execution of the DURSA**. Prior to Transacting Message Content with other Participants, each Participant shall have executed this Agreement and returned an executed copy of this Agreement to the Coordinating Committee. In doing so, the Participant affirms that it has full power and authority to enter into and perform this Agreement and has taken whatever measures necessary to obtain all required approvals or consents in order for it to execute this Agreement. The representatives signing this Agreement on behalf of the Participants affirm that they have been properly authorized and empowered to enter into this Agreement on behalf of the Participant.

15.03. **Compliance with this Agreement**. Except to the extent prohibited by Applicable Law, each Participant shall comply fully with all provisions of this Agreement. To the extent that a Participant delegates its duties under this Agreement to a third party (by contract or otherwise) and such third party will have access to Message Content, that delegation shall be in writing and require the third party, prior to Transacting Message Content with any Participants, to agree to the same restrictions and conditions that apply through this Agreement to a Participant.

15.04. **Agreements with Participant Users**. Each Participant has valid and enforceable agreements with each of its Participant Users that require the Participant User to, at a minimum: (i) comply with all Applicable Law; (ii) reasonably cooperate with the Participant on issues related to this Agreement; (iii) Transact Message Content only for a Permitted Purpose; (iv) use Message Content received from another Participant or Participant User in accordance with the terms and conditions of this Agreement; (v) as soon as reasonably practicable after determining that a Breach occurred, report such Breach to the Participant; and (vi) refrain from disclosing to any other person any passwords or other security measures issued to the Participant User by the Participant. Notwithstanding the foregoing, for Participant Users who are employed by a Participant or who have agreements with the Participant which became effective prior to the Effective Date, compliance with this Section 15.04 may be satisfied through written policies and procedures that address items (i) through (vi) of this Section 15.04 so long as

the Participant can document that there is a written requirement that the Participant User must comply with the policies and procedures.

15.05. **Agreements with Technology Partners**. To the extent that a Participant uses technology partners in connection with the Participant's Transaction of Message Content, each Participant affirms that it has valid and enforceable agreements with each of its technology partners, including HSPs, that require the technology partner to, at a minimum: (i) comply with Applicable Law; (ii) protect the privacy and security of any Message Content to which it has access; (iii) as soon as reasonably practicable after determining that a Breach occurred, report such Breach to the Participant; and (iv) reasonably cooperate with the other Participants to this Agreement on issues related to this Agreement, under the direction of the Participant.

15.06. **Compliance with Specifications, Policies and Procedures.** Each Participant affirms that it fully complies with the Performance and Service Specifications and the Operating Policies and Procedures as more fully discussed in Sections 10.01 and 11.01 of this Agreement.

15.07. **Creation of Test Data**. Certain Participants agreed to anonymize PHI to create Test Data to be used by other Participants for Testing. Any Test Data that has been created, or will be created in the future, shall not contain PHI and has been, or will be, created in accordance with the Validation Plan.

15.08. **Accuracy of Message Content**. When acting as a Submitter, each Participant, in accordance with Section 17.02, hereby represents that at the time of transmission, the Message Content it provides is (a) an accurate representation of the data contained in, or available through, its System, (b) sent from a System that employs security controls that meet industry standards so that the information and Message Content being transmitted are intended to be free from malicious software in accordance with Section 7.02, and (c) provided in a timely manner and in accordance with the Performance and Service Specifications and Operating Policies and Procedures. Other than those representations in Sections 16.07, 16.08 and 16.09, the Submitter makes no other representation, express or implied, about the Message Content.

15.09. **Express Warranty of Authority to Transact Message Content**. To the extent each Participant is a Submitter and is providing Message Content to a Recipient, each Participant represents and warrants that it has sufficient authority to Transact such Message Content.

15.10. **Use of Message Content**. Each Participant hereby represents and warrants that it shall use the Message Content only in accordance with the provisions of this Agreement.

15.11. **Compliance with Laws**. Each Participant shall, at all times, fully comply with all Applicable Law relating to this Agreement, the Transaction of Message Content for a Permitted Purpose and the use of Message Content.

15.12. **Absence of Final Orders.** Each Participant hereby represents and warrants that, as of the Effective Date, it is not subject to a final order issued by any Federal, State, local or international court of competent jurisdiction or regulatory or law enforcement organization, which will materially impact the Participant's ability to fulfill its obligations under this Agreement. Each Participant shall inform the Coordinating Committee if at any point during the term of this Agreement it becomes subject to such an order.

15.13. **Federal Program Participation.** Each non-Federal Participant hereby represents and warrants that it is not excluded, debarred, or otherwise ineligible from participating in Federal contracts, subcontracts, grants, and nonprocurement transactions ("Federal Programs"). Each non-Federal Participant shall immediately provide written Notice to the Coordinating Committee if it is suspended, proposed for debarment or other exclusion, or otherwise disqualified or declared ineligible from participating in a Federal Program for any reason, or is a party to a legal proceeding that may result in any such action.

16. **Confidential Participant Information**.

16.01. Each Receiving Party shall hold all Confidential Participant Information in confidence and agrees that it shall not, during the term or after the termination of this Agreement, redisclose to any person or entity, nor use for its own business or benefit, any information obtained by it in connection with this Agreement, unless such use or redisclosure is permitted by the terms of this Agreement.

16.02. Confidential Participant Information may be redisclosed as required by operation of law, provided that the Receiving Party immediately notifies the Discloser of the existence, terms and circumstances surrounding such operation of law to allow the Discloser its rights to object to such disclosure. If after Discloser's objection, the Receiving Party is still required by operation of law to redisclose Discloser's Confidential Participant Information, it shall do so only to the minimum extent necessary to comply with the operation of the law and shall request that the Confidential Participant Information be treated as such.

17. Disclaimers.

17.01. **Reliance on a System**. Each Participant acknowledges and agrees that: (i) the Message Content provided by, or through, its System is drawn from numerous sources, and (ii) it can only confirm that, at the time Message Content is Transacted, the information and Message Content Transacted are an accurate representation of data

contained in, or available through, its System. Nothing in this Agreement shall be deemed to impose responsibility or liability on a Participant related to the clinical accuracy, content or completeness of any Message Content provided pursuant to this Agreement. The Participants acknowledge that other Participants' Digital Credentials may be activated, suspended or revoked at any time or the Participant may suspend its participation; therefore, Participants may not rely upon the availability of a particular Participant's Message Content.

17.02. **Incomplete Medical Record**. Each Participant acknowledges that Message Content Transacted by Participants may not include the individual's full and complete medical record or history. Such Message Content will only include that data which is the subject of the Message and available for exchange among Participants.

17.03. **Patient Care.** Message Content obtained though a Message is not a substitute for any Participant or Participant User, if that person/entity is a Health Care Provider, obtaining whatever information he/she/it deems necessary, in his/her professional judgment, for the proper treatment of a patient. The Participant or Participant User, if he/she/it is a Health Care Provider, shall be responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for his/her/its respective patients and clients resulting from, or in any way related to, the use of the Network standards, services and policies agreed to by the Participants pursuant to this Agreement or the Message Content made available thereby. None of the Participants, by virtue of executing this Agreement, assume any role in the care of any patient.

17.04. **Carrier lines**. All Participants acknowledge that the Transaction of Message Content between Participants is to be provided over various facilities and communications lines, and information shall be transmitted over local exchange and Internet backbone carrier lines and through routers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and Internet service providers, all of which may be beyond the Participants' control. Provided a Participant uses reasonable security measures, no less stringent than those directives, instructions, and specifications contained in this Agreement, the Performance and Service Specifications, and the Operating Policies and Procedures, the Participants assume no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted over those carrier lines, which are beyond the Participants' control, or any delay, failure, interruption, interception, loss, transmission, or corruption of any Message Content or other information attributable to transmission over those carrier lines which are beyond the Participants' control. Use of the carrier lines is solely at the Participants' risk and is subject to all Applicable Law.

17.05. **No Warranties**. EXCEPT AS REPRESENTED IN SECTIONS 13.02 AND 15.08, MESSAGE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE"

WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL THE PARTICIPANT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF THE PARTICIPANT HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE PARTICIPANT DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR OTHER THIRD PARTIES.

17.06. **Performance of the Network Standards, Services and Policies.** The Participant makes no representation, express or implied, as to the performance of the Network standards, services and policies agreed to by the Participants pursuant to this Agreement. This disclaimer is not intended to diminish or limit in any way the other representations and warranties that the Participant is making in this Agreement. It is intended to recognize that the overall performance of the Network standards, services and policies agreed to by the Participants is beyond the power of any individual Participant to control.

18. **Liability.**

18.01. **Participant Liability**. As between Participants to this Agreement: Each Participant shall be responsible for its acts and omissions and not for the acts or omissions of any other Participant. In circumstances involving harm to other Participants caused by the acts or omissions of individuals who Transact Message Content or Confidential Participant Information through the Participant or by use of any password, identifier, or log-on received or obtained directly or indirectly, lawfully or unlawfully, from the Participant or any of the Participant Users, each Participant shall be responsible for such harm to the extent that the individual's access was caused by the Participant's breach of the Agreement or its negligent conduct for which there is a civil remedy under Applicable Law. Notwithstanding any provision in this Agreement to the contrary, Participant shall not be liable for any act or omission if a cause of action for such act or omission is otherwise prohibited by Applicable Law. This section shall not be construed as a hold harmless or indemnification provision.

18.02. **Effect of Agreement**. Except as provided in Section 17.05 (“No Warranties”) and Article 22 (“Dispute Resolution”), nothing in this Agreement shall be construed to

restrict a Participant's right to pursue all remedies available under law for damages or other relief arising from acts or omissions of other Participants related to this Agreement, or to limit any rights, immunities or defenses to which a Participant or Participant User may be entitled under Applicable Law.

18.03. **Coordinating Committee Liability**. Each Participant has agreed to comply with this Agreement. Accordingly, the Participants shall not hold the Coordinating Committee or any of their members liable for or relating to any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information on a Participant's System resulting from any Participant's actions or failures to act, except to the extent such action or failure to act was directed by the Coordinating Committee.

19. **Term, Suspension and Termination**.

19.01. **Term**. The initial term of this Agreement shall be for a period of one year commencing on the Effective Date. Upon the expiration of the initial term, this Agreement shall automatically renew for successive one-year terms unless terminated pursuant to this Section 19.

19.02. **Suspension or Termination by Participant**.

a. A Participant may voluntarily suspend its own right to Transact Message Content for a valid purpose, as determined by the Coordinating Committee, by informing the Coordinating Committee and other Participants of its voluntary suspension in accordance with the Operating Policies and Procedures. Once a Participant has properly informed the Coordinating Committee and other Participants of its voluntary suspension, neither the Participant, nor its Participant Users, shall Transact Message Content until the voluntary suspension has ended and the Participant has informed the Coordinating Committee and other Participants that the suspension has ended in accordance with the Operating Policies and Procedures. During the period of the voluntary suspension, the Participant's inability to Transact Message Content and comply with those terms this Agreement that require Transaction of Message Content shall not be deemed a breach of this Agreement. Any voluntary suspension shall be for no longer than ten (10) consecutive calendar days or for more than forty (40) calendar days during any twelve (12) month period, unless a longer period is agreed to by the Coordinating Committee.

b. A Participant may terminate its own right to Transact Message Content by terminating this Agreement, with or without cause, by giving the Coordinating Committee at least five (5) business days prior written Notice. Once proper Notice is given, the Coordinating Committee shall be empowered to revoke the Participant's Digital Credentials as of the date of termination specified in the

Notice. Once the Coordinating Committee revokes the Participant's Digital Credentials, the Coordinating Committee shall provide Notice of such revocation to the remaining Participants.

19.03. **Suspension by Coordinating Committee**. Upon the Coordinating Committee completing a preliminary investigation and determining that there is a substantial likelihood that a Participant's acts or omissions create an immediate threat or will cause irreparable harm to another party including, but not limited to, a Participant; a

Participant User; the integrity or operation of the Performance and Service Specifications; or an individual whose Message Content is Transacted using the Performance and Service Specifications; the Participants hereby grant to the Coordinating Committee the power to summarily suspend, to the extent necessary to address the threat posed by the Participant, a Participant's Digital Credentials, pending the submission and approval of a corrective action plan, as provided in this Section. Upon suspension, the Coordinating Committee shall immediately suspend the Participant's Digital Credentials and within twelve (12) hours of suspending a Participant's right to Transact Message Content (i) provide Notice of such suspension to all Participants; and (ii) provide to the suspended Participant a written summary of the reasons for the suspension. The Participant shall use reasonable efforts to respond to the suspension notice with a detailed plan of correction or an objection to the suspension within three (3) business days or, if such submission is not reasonably feasible within three (3) business days, then at the earliest practicable time. If the Participant submits a plan of correction, the Coordinating Committee shall, within five (5) business days, review and either accept or reject the plan of correction. If the plan of correction is accepted, the Coordinating Committee shall, upon completion of the plan of correction, reinstate the Participant's Digital Credentials and provide Notice to all Participants of such reinstatement. If the plan of correction is rejected, the Participant's suspension will continue, during which time the Coordinating Committee and the Participant shall work in good faith to develop a plan of correction that is acceptable to both the Participant and the Coordinating Committee. At any time after the Coordinating Committee rejects a Participant's plan of correction, either the Participant or the Coordinating Committee may submit a Dispute to the Dispute Resolution Process described in Section 21. If the Coordinating Committee and the Participant cannot reach agreement on a plan of correction through the Dispute Resolution Process, the Coordinating Committee may terminate the Participant in accordance with Section 19.04.

19.04. **Termination by Coordinating Committee**. The Participants hereby grant to the Coordinating Committee the power to terminate a Participant's right to Transact Message Content as follows:

a. After taking a suspension action in accordance with Section 19.03 when there is a substantial likelihood that the Participant's acts or omissions create an

immediate threat or will cause irreparable harm to another party including, but not limited to, a Participant, a Participant User, integrity or operation of the Performance and Service Specifications, or an individual whose Message Content is Transacted using the Performance and Service Specifications; or

b. In the event a Participant is in material default of the performance of a duty or obligation imposed upon it by this Agreement and such default has not been substantially cured within thirty (30) calendar days following receipt by the defaulting Participant of written Notice thereof from the Coordinating Committee.

A Participant whose Digital Credentials are revoked by virtue of termination may appeal such revocation through the Dispute Resolution Process. However, during the pendency of any such appeal, the Participant's Digital Credentials may continue to be revoked at the discretion of the Coordinating Committee.

19.05. **Effect of Termination.** Upon any termination of this Agreement for any reason, the terminated party shall cease to be a Participant and thereupon and thereafter neither that party nor its Participant Users shall have any rights to Transact Message Content with other Participants (unless such Participant Users have an independent right to Transact Message Content through another Participant). The Coordinating Committee shall revoke a terminated Participant's Digital Credentials, which will terminate Participant's ability to Transact Message Content. Once the Coordinating Committee revokes the Participant's Digital Credentials, the Coordinating Committee shall provide Notice of such revocation to the remaining Participants. In the event that any Participant(s) is terminated, this Agreement will remain in full force and effect with respect to all other Participants. Certain provisions of this Agreement survive termination, as more fully described in Section 23.05 (Survival Provisions).

19.06. **Confidential Participant Information**. All information used, provided, or created in accordance with this Section 19, except for Message Content, shall be labeled as "Confidential Participant Information" and shall be treated as such in accordance with Section 16.

19.07. **Disposition of Message Content on Termination**. At the time of termination, Recipient may, at its election, retain Message Content on Recipient's System in accordance with the Recipient's document and data retention policies and procedures, Applicable Law, and the terms and conditions of this Agreement, including Section 5.02.

20. **Cooperation**. Each Participant understands and acknowledges that numerous activities with respect to this Agreement shall likely involve another Participant's employees, agents, and third party contractors, vendors, or consultants. To the extent not legally prohibited, each Participant shall: (a) cooperate fully with the Coordinating Committee, each other Participant, and any such third parties with respect to such activities as they relate to this Agreement; (b) provide such

information to the Coordinating Committee, each other Participant, or such third parties as they may reasonably request for purposes of performing activities related to this Agreement; (c) devote such time as may reasonably be requested by the Coordinating Committee to review information, meet with, respond to, and advise the Coordinating Committee or other Participants with respect to activities as they relate to this Agreement; (d) provide such reasonable assistance as may be requested by the Coordinating Committee when performing activities as they relate to this Agreement; and (e) subject to a Participant's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any foreseeable dispute or litigation or protecting a Participant's Confidential Participant Information, provide information and assistance to the Coordinating Committee or other Participants in the investigation of Breaches and Disputes. In no case shall a Participant be required to disclose PHI in violation of Applicable Law. In seeking another Participant's cooperation, each Participant shall make all reasonable efforts to accommodate the other Participant's schedules and reasonable operational concerns. A Participant shall promptly report, in writing, to any other Participant and the Coordinating Committee, any problems or issues that arise in working with the other Participant's employees, agents, or subcontractors that threaten to delay or otherwise adversely impact a Participant's ability to fulfill its responsibilities under this Agreement. This writing shall set forth in detail and with clarity the problems that the Participant has identified.

21. **Dispute Resolution**.

21.01. **General**. The Participants acknowledge that it may be in their best interest to resolve Disputes through an alternative dispute resolution process rather than through civil litigation. The Participants have reached this conclusion based upon the fact that the legal and factual issues involved in this Agreement are unique, novel, and complex and limited case law exists which addresses the legal issues that could arise from this Agreement. Therefore, the Participants shall submit Disputes related to this Agreement to the non-binding Dispute Resolution Process attached hereto as Attachment 6 and incorporated herein. Except in accordance with Section
21.02(a), if a Participant refuses to participate in the Dispute Resolution Process, such refusal shall constitute a material breach of this Agreement and may be grounds for termination in accordance with Section 19.04(b).

21.02. **Immediate Injunctive Relief**.

a. Notwithstanding Section 21.01, a Participant may be relieved of its obligation to participate in the Dispute Resolution Process if such Participant (i) believes that another Participant's acts or omissions create an immediate threat to the confidentiality, privacy or security of Message Content or will cause irreparable harm to another party (Participant, Participant User, the integrity or operation of the Performance and Service Specifications, or consumer) and (ii) pursues immediate injunctive relief against such other Participant in a court of competent jurisdiction. The Participant pursuing immediate injunctive relief must provide a Notification to the Coordinating Committee of such action within 24 hours of

filing for the injunctive relief and of the result of the action within 24 hours of learning of same.

b. If the injunctive relief sought in Section 21.02(a) is not granted and the Participant seeking such relief chooses to pursue the Dispute, the Participants must then submit to the Dispute Resolution Process in accordance with Section 21.01.

21.03. **Activities during Dispute Resolution Process**. Pending resolution of any Dispute under this Agreement, the Participants agree to fulfill their responsibilities in accordance with this Agreement, unless the Participant voluntarily suspends its right to Transact Message Content in accordance with Section 19.02(a), is suspended in accordance with Section 19.03, or exercises its right to cease Transacting Message Content in accordance with Section 12.01(b).

21.04. **Implementation of Agreed Upon Resolution**. If, at any point during the Dispute Resolution Process, all of the Participants to the Dispute accept a proposed resolution of the Dispute, the Participants agree to implement the terms of the resolution in the agreed upon timeframe.

21.05. **Reservation of Rights**. If, following the Dispute Resolution Process, in the opinion of any involved Participant, the mandatory Dispute Resolution Process failed to adequately resolve the Dispute, the Participant(s) may pursue any remedies available to it in a court of competent jurisdiction.

22. **Notices**. All Notices to be made under this Agreement shall be given in writing to the appropriate Participant's representative at the address listed in Attachment 4 or the Coordinating Committee, and shall be deemed given: (i) upon delivery, if personally delivered; (ii) upon the date indicated on the return receipt, when sent by the United States Postal Service Certified Mail, return receipt requested; and (iii) if by facsimile telecommunication or other form of electronic transmission, upon receipt when the Notice is directed to a facsimile telecommunication number or electronic mail address listed on Attachment 4 and the sending facsimile machine or electronic mail address receives confirmation of receipt by the receiving facsimile machine or electronic mail address.

23. **Miscellaneous/General**.

23.01. **Governing Law**. In the event of a Dispute between or among the Participants arising out of this Agreement, the applicable Federal and State conflicts of law provisions that govern the operations of the Participants involved in the Dispute shall determine governing law.

23.02. **Amendment**. This Agreement may be amended by agreement of at least two-thirds of the Non-Governmental Participants and at least two-thirds of the Governmental

Participants. However, if the change is required for the Coordinating Committee or Participants to comply with Applicable Law, the Coordinating Committee may implement the change with approval of at least a majority of Non-Governmental Participants and at least a majority of Governmental Participants and within a time period the Coordinating Committee determines is appropriate under the circumstances. All Participants shall be required to sign an amendment adopted in accordance with the provisions of this Section or terminate participation in accordance with Section 19.02.

23.03. **New Participants**. Upon the Coordinating Committee's acceptance of a New Participant, the Coordinating Committee shall have the New Participant execute a Joinder Agreement, the form of which is attached hereto as Attachment 7. The Participants agree that upon execution of the Joinder Agreement by a duly authorized representative of the Coordinating Committee, all then-current Participants shall be deemed to be signatories to the Joinder Agreement with the result being that current Participants and the New Participant are all bound by this Agreement. The New Participant shall not be granted the right to Transact Message Content until both it and the Coordinating Committee execute the Joinder Agreement.

23.04. **Assignment**. No Party shall assign or transfer this Agreement, or any part thereof, without the express written consent of the Coordinating Committee. Any assignment that does not comply with the requirements of this Section 23.04 shall be void and have no binding effect.

23.05. **Survival**. The provisions of Sections 1, 5.02, 5.03, 14, 15.10, 16, 18, 19.06, 19.07, 20 and 21 shall survive the termination of this Agreement for any reason.

23.06. **Waiver**. No failure or delay by any Participant in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any right shall constitute a waiver of any prior, concurrent, or subsequent right.

23.07. **Entire Agreement**. This Agreement, together with all Attachments, sets forth the entire and only Agreement among the Participants relative to the subject matter hereof. Any representation, promise, or condition, whether oral or written, not incorporated herein, shall not be binding upon any Participant.

23.08. **Validity of Provisions**. In the event that a court of competent jurisdiction shall hold any Section, or any part or portion of any Section of this Agreement, invalid, void or otherwise unenforceable, each and every remaining Section or part or portion thereof shall remain in full force and effect.

23.09. **Priority.** In the event of any conflict or inconsistency between a provision in the body of this Agreement and any attachment hereto, the terms contained in the body of this Agreement shall prevail.

23.10. **Headings.** The headings throughout this Agreement are for reference purposes only, and the words contained therein may in no way be held to explain, modify, amplify, or aid in the interpretation or construction of meaning of the provisions of this Agreement. All references in this instrument to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Agreement. The words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.

23.11. **Relationship of the Participants.** The Participants are independent contracting entities. Nothing in this Agreement shall be construed to create a partnership, agency relationship, or joint venture among the Parties. Neither the Coordinating Committee nor any Participant shall have any authority to bind or make commitments on behalf of another Participant for any purpose, nor shall any such Party hold itself out as having such authority. No Participant shall be held liable for the acts or omissions of another Participant.

23.12. **Counterparts.** With respect to the first two Participants to this Agreement, the Effective Date shall be the date on which the second Participant executes this Agreement. For all Participants thereafter, the Effective Date shall be the date that the Participant executes this Agreement or the Joinder Agreement, in accordance with Section 23.03. This Agreement or the Joinder Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Participant whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

23.13. **Third-Party Beneficiaries**. With the exception of the Participants to this Agreement, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

23.14. **Force Majeure.** A Participant shall not be deemed in violation of any provision of this Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other disruptive natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) terrorist attacks; (g) acts of legislative, judicial, executive, or administrative authorities; or (h) any other circumstances that are not within its reasonable control. This Section 23.14 shall not apply to obligations imposed under Applicable Law.

23.15. **Time Periods.** Any of the time periods specified in this Agreement may be changed pursuant to the mutual written consent of the Coordinating Committee and the affected Participant(s).

This Agreement has been entered into and executed by officials duly authorized to bind their respective parties.

Primary Contact	Alternate Contact
Name: Hidalgo County Health Department **Address:** 1304 S. 25th Avenue Edinburg, TX 78539 **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____	**Name:** _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____
Name: _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____	**Name:** _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____
Name: _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____	**Name:** _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____
Name: _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____	**Name:** _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____

Attachment 1

Functional Requirements and Technical Specifications

Accessible at: See RioOne Functional Requirements and Technical Specifications attachment

Attachment 2
Validation Plan and Test Materials

Accessible at: (Applied at EHR implementation)

Attachment 3
Operating Policies and Procedures

Accessible at: See RioOne Health Network Policies and Procedures Manual

Attachment 4 - Participant Addresses for Notice

Primary Contact	Alternate Contact
Name: Hidalgo County Health Department **Address:** 1304 S. 25th Avenue Edinburg, TX 78539 **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____	**Name:** _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____
Name: _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____	**Name:** _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____
Name: _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____	**Name:** _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____
Name: _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____	**Name:** _____ **Address:** _____ _____ **Email:** _____ **Title:** _____ **Phone:** _____ **Date**_____

Attachment 5
Applicable HIPAA provisions for Participants that are neither Covered Entities, Business Associates nor Governmental Participants

Pursuant to Section 14.01(d), the following HIPAA provisions are applicable to each Participant that is neither a Covered Entity, a Business Associate nor a Governmental Participant as if they were acting in the capacity of a Covered Entity. Definitions contained in the various provisions of 45 C.F.R. Parts 160 through 164 apply to the provisions listed in this Attachment 1 to the extent they are used in said sections.

- 45 C.F.R. § 164.306 (Security Rule – General rules)
- 45 C.F.R. § 164.308 (Security Rule – Administrative Safeguards)
- 45 C.F.R. § 164.310 (Security Rule – Physical Safeguards)
- 45 C.F.R. § 164.312 (Security Rule – Technical Safeguards)
- 45 C.F.R. § 164.314 (Security Rule – Organizational requirements)
- 45 C.F.R. § 164.316 (Security Rule – Policies and procedures and documentation requirements)
- 45 C.F.R. § 164.502, other than paragraphs (h), and (i) (Privacy Rule – Uses and disclosures of PHI: general rules) *[see notes below for descriptions of excluded subsections]*
- 45 C.F.R. § 164.504 (Privacy Rule – Uses and disclosures: Organizational requirements)
- 45 C.F.R. § 164.506 (Privacy Rule – Uses and disclosures to carry out treatment, payment, or health care operations)
- 45 C.F.R. § 164.508 (Privacy Rule – Uses and disclosures for which an authorization is required)
- 45 C.F.R. § 164.510 (Privacy Rule – Uses and disclosures requiring an opportunity to agree or to object)
- 45 C.F.R. § 164.512 (Privacy Rule – Uses and disclosures for which an authorization or opportunity to agree or object is not required)
- 45 C.F.R. § 164.514 (Privacy Rule – Other requirements relating to uses and disclosures of PHI)
- 45 C.F.R. § 164.520 (Privacy Rule – Notice of privacy practices for PHI)
- 45 C.F.R. § 164.522 (Privacy Rule – Rights to request privacy protection for PHI)

- 45 C.F.R. § 164.524 (Privacy Rule – Access of individuals to PHI)
- 45 C.F.R. § 164.528 (Privacy Rule – Accounting of disclosures of PHI)
- The following provisions of 45 C.F.R. § 160.530, but only to the extent that they relate to the above provisions. For example, with respect to 45 C.F.R. § 164.530(b), the Participant must provide training with respect to the above provisions, such as § 164.506, but not with respect to other provisions of the HIPAA Regulations, such as § 164.522.
    - 45 C.F.R. § 164.530(b) (Privacy Rule – Administrative Requirements, Training)
    - 45 C.F.R. § 164.530(c) (Privacy Rule – Administrative Requirements, Safeguards)
    - 45 C.F.R. § 164.530(d) (Privacy Rule – Administrative Requirements, Complaints to the Covered Entity)
    - 45 C.F.R. § 164.530(e) (Privacy Rule – Administrative Requirements, Sanctions)
    - 45 C.F.R. § 164.530(f) (Privacy Rule – Administrative Requirements, Mitigation)
    - 45 C.F.R. § 164.530(g) (Privacy Rule – Administrative Requirements, Refraining from intimidating or retaliatory acts)
    - 45 C.F.R. § 164.530(h) (Privacy Rule – Administrative Requirements, Waiver of rights)
    - 45 C.F.R. § 164.530(i) (Privacy Rule – Administrative Requirements, Policies and procedures)
    - 45 C.F.R. § 164.530(j) (Privacy Rule – Administrative Requirements, Documentation)

Notes:
The following requirements have not been included:

- 45 C.F.R. § 164.302 (Security Rule – Applicability)
- 45 C.F.R. § 164.304 (Security Rule – Definitions)
- 45 C.F.R. § 164.500 (Privacy Rule – Applicability)
- 45 C.F.R. § 164.501 (Privacy Rule – Definitions)
- 45 C.F.R. § 164.502(h) (Confidential communications), and (i) (Uses and disclosures consistent with notice)
- 45 C.F.R. § 164.526 (Privacy Rule – Amendment of PHI)
- 45 C.F.R. § 164.530(a) (Privacy Rule – Administrative Requirements, Personnel designations)
- 45 C.F.R. § 164.530(k) (Privacy Rule – Administrative Requirements, Group health plans)
- 45 C.F.R. § 164.532 (Privacy Rule – Transition provisions)

Health Network

Attachment 6

Dispute Resolution Process

- When a Dispute arises, a Participant shall send written Notice, in accordance with the Notice provision in the DURSA, to the other Participant(s) involved in the Dispute. The notice must contain a summary of the issue as well as a recommendation for resolution. The Participant must send a copy of the notice to the Dispute Resolution Subcommittee (see below) for informational purposes.

- Within thirty (30) calendar days of receiving the notice, the Participants are obligated to meet and confer with each other, at least once in good faith and at a mutually agreeable location (or by telephone), to try to reach resolution (the "Informal Conference"). If the Participants reach a resolution at the Informal Conference, they shall provide Notification to that effect to the Dispute Resolution Committee.

- If the Participants are unable to participate in an Informal Conference during the thirty (30) calendar day period or to reach resolution at the Informal Conference, they have ten (10) business days following the end of the thirty (30) calendar day period or the Informal Conference, respectively, in which to escalate the Dispute to the Dispute Resolution Subcommittee in writing.
    - The Dispute Resolution Subcommittee (the "Subcommittee") will be a five (5) member standing subcommittee of the Coordinating Committee. The Coordinating Committee shall appoint each member of the Subcommittee for a definite term. The members must be representative of the Participants, have diverse skill sets, and be able to help facilitate and reach resolution on conflicts between the Participants. The Subcommittee must have access to legal counsel to advise it on the law relevant to matters before it.

    - In addition to appointing the five (5) members of the Subcommittee, the Coordinating Committee must also appoint three (3) to five (5) alternates for the Subcommittee. Alternates will serve on the Subcommittee should any of the members have a conflict on a particular Dispute or in the event that a member(s) is unavailable. Subcommittee members are required to declare any conflicts in accordance with the Coordinating Committee's conflict of interest policy. Once a Subcommittee member declares a conflict, the remaining Subcommittee members shall decide amongst themselves whether such member must withdraw from the Subcommittee for the dispute in question.

    - The Subcommittee must also have access to panels of subject matter experts, as identified by the Coordinating Committee, for a variety of topics that may be implicated by a Dispute. Each subject matter expert panel must have at least three (3) experts on it who will rotate as advisors to the Subcommittee.

- Once a Participant escalates a Dispute to the Subcommittee, the Subcommittee will have thirty (30) calendar days in which to convene a meeting of the involved Participants ("Committee Meeting"). During this meeting, each Participant shall be able to present its version of the Dispute and any information that it believes is pertinent to the Subcommittee's decision.

- The Subcommittee shall have the ability to request additional information from the Participants to help it make its determination. The Subcommittee, however, shall not have the authority to compel a response or the production of testimony or documents by the Participants. To the extent that the Participants do respond to requests of the Subcommittee by producing documents, Participants shall have the ability to mark the documents produced as "Confidential Participant Information" and the Subcommittee shall treat those documents in accordance with Section 16 of the DURSA.

- The Subcommittee is encouraged to develop an appropriate and equitable resolution of each submitted Dispute, considering all available evidence, the goals of the Agreement and other relevant considerations. The Subcommittee must also have the authority to recommend sanctions for the breaching Participant. These sanctions include developing corrective action plans, suspension of participation rights, and termination of participation rights. The type of sanction will depend on the nature and severity of the breach.

- Within fifteen (15) calendar days of the Subcommittee Meeting, the Subcommittee shall issue a written recommendation for resolution, including an explanation of the basis and rationale of its recommendation. If either Participant is dissatisfied with the Subcommittee's recommendation for resolution, it shall have five (5) business days in which to escalate the Dispute to the Coordinating Committee.

- Within twenty (20) calendar days of receiving notice of escalation from a Participant, the Coordinating Committee shall review the Subcommittee's recommendation along with the information on which such recommendation was based and issue a final resolution. The Coordinating Committee may seek additional information from the Participants to aid its resolution of the Dispute.

- Within seven (7) calendar days of receiving the final resolution from the Coordinating Committee, the Participants shall determine whether to accept or reject the resolution and so notify the Coordinating Committee.

- The Coordinating Committee shall send a written summary of the resolution of the Dispute to all Participants. The summary will not identify the Participants involved, but will contain sufficient detail about the resolution to serve as an instructive resource for other Participants.

- In no case shall a Participant be required to disclose PHI in violation of Applicable Law as part of its participation in the Dispute Resolution Process. The decision to not disclose PHI shall not be held against a Participant in the Dispute Resolution Process.

Health Network

Attachment 7

Joinder Agreement

THIS JOINDER AGREEMENT made as of the last date set forth below, by and between the Coordinating Committee (**RioOne Health Network**) on behalf of the Participants ("Coordinating Committee") and **Hidalgo County Health Department** (the "New Participant") makes New Participant a party to that certain Data Use and Reciprocal Support Agreement dated _____ among the Participants, as amended through the date hereof (the "DURSA").

RECITALS:

A. The New Participant desires to become a Participant and Transact Message Content with other Participants.

B. The Coordinating Committee has accepted and approved the New Participant's application to become a Participant and Transact Message Content with other Participants, with the condition precedent that the New Participant executes this Joinder Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. JOINDER. The New Participant is hereby made a party to the DURSA, and agrees to be bound by, and shall comply with, the terms thereof. From the date hereof, the New Participant shall be a "Participant" as that term is defined in the DURSA and shall be subject to all of the duties and obligations and entitled to the rights and benefits of a "Participant" as provided therein.

2. ACKNOWLEDGEMENT. The New Participant hereby acknowledges that it has received and reviewed a copy of the DURSA.

3. REAFFIRMATION. The terms and provisions of the DURSA remain in full force and effect in all respects.

4. COUNTERPARTS. This Joinder Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Joinder Agreement to be executed, all as of the day and year first written above.

COORDINATING COMMITTEE:

By: _____
(Signature)

Printed Name:_____

Date: _____

NEW PARTICIPANT:

By: _____
(Signature)

Printed Name: _____

Date: _____

From: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
To: "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>, "monica badillo" <monica.badillo@co.hidalgo.tx.us>
Sent: Monday, September 8, 2014 8:37:00 AM
Subject: Fwd: Re: RIOONE Agreements/documentation - legal review approved

---- Original Message ----
From: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Sent: 9/8/2014 8:35:01 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: "Eddie" <eddie.olivarez@hchd.org>, linda.fong@auditor.co.hidalgo.tx.us
Subject: Re: RIOONE Agreements/documentation

Good morning Josie:

We met with Charles and Ron Tupper last week and as per Eddie, we were waiting on legal approval, he was ready to proceed with this project. Thank you for your assistance.

Kind Regards,
Ms. Dairen Sarmiento
Human Services Director
956-318-2011 ext 7365
956-318-2019 fax
1304 South 25th Avenue
Edinburg, Texas 78542

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---- Original Message ----
From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: 9/8/2014 8:29:31 AM
To: "'Dairen Sarmiento'" <dairen.sarmiento@hchd.org>
Cc: victor.garza@da.co.hidalgo.tx.us, eddie.olivarez@hchd.org
Subject: RE: RIOONE Agreements/documentation

Dairen,

I did review it. I sent Eddie an email following my receipt because I remembered him telling me he wanted to discuss some concerns with entering the agreement. If that's not the case then its ready to go.

Thanks.

Josephine Ramirez Solis

Assistant Criminal District Attorney

County Affairs Section Chief

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3823

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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****

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Friday, September 05, 2014 4:14 PM
To: Ramirez, Josephine
Cc: victor.garza@da.co.hidalgo.tx.us
Subject: Fwd: RIOONE Agreements/documentation

Josie,

Have you had a chance to review this? It is on the agenda for 9/9/14 and the auditors is asking for legal approval. Thanks.

Kind Regards,
Ms. Dairen Sarmiento
Human Services Director
956-318-2011 ext 7365
956-318-2019 fax
1304 South 25th Avenue
Edinburg, Texas 78542

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---- Original Message ----
From: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Sent: 8/28/2014 3:02:42 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: Fwd: RIOONE Agreements/documentation

Hi Josie.

Please review the attached agenda.

Kind Regards,
Ms. Dairen Sarmiento
Human Services Director
956-318-2011 ext 7365

956-318-2019 fax
1304 South 25th Avenue
Edinburg, Texas 78542

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---- Original Message ----
From: "Charles C. Stewart" <c.stewart@dhr-rgv.com>
Sent: 8/28/2014 2:41:40 PM
To: "'Dairen Sarmiento'" <dairen.sarmiento@hchd.org>
Cc: "Ron Tupper" <rontupper@aol.com>, "'Eddie Olivarez'" <eddie.olivarez@hchd.org>, "'josephine.ramirez@da.co.hidalgo.tx.us'" <josephine.ramirez@da.co.hidalgo.tx.us>
Subject: RIOONE Agreements/documentation

All,

Below is the previous communication that we had regarding the requested changes to the Participation Agreement.

All of the requested changes has been incorporated within the final document.

Also, attached is a copy of the final draft to be signed along with the Data Sharing Agreement (DURSA).

If there are any questions, please give me a call.

Thank you,

Charles C. Stewart, MBA, SSBB, CHTS-IM, CHTS-PW, CHTS-TR, CHTS-TS
Health Information Exchange Coordinator
Doctors Hospital at Renaissance
5501 S. MCCOLL RD. EDINBURG, TX 78539
www.dhr-rgv.com • (956) DOCTORS

ofc. (956) 362.3059
fax. (956) 362.3064
c.stewart@dhr-rgv.com

From: Charles C. Stewart
Sent: Thursday, April 03, 2014 5:06 PM
To: 'josephine.ramirez@da.co.hidalgo.tx.us'; 'Eddie Olivarez'; 'savannah.gonzalez@da.co.hidalgo.tx.us'; 'mike.escaname@hchd.org'
Cc: Benito Huerta; 'Ron Tupper'; Elizabeth Adamson; Prerak Joshi
Subject: RIO ONE Agreement

Ms. Ramirez and Mr. Olivarez,

Attached is an updated copy of the Participation Agreement included with all of your recommended changes highlighted.

Can you please verify that this current document meets the County/City criterions.

Again, the changes you requested were very simple.

- Page 7 Typo Changed Reference 3.4 to 5.4

- Page 9 Added text ”to the extent permitted under the Constitution and Laws of the State of Texas.”

- Page 18 Typo Changed Reference 17.1 and 17 .2 to 16.1 and 16.2

- Section 6.3 (C), Resolved as non-issue (per conversation between Ms. Ramirez and Charles Stewart)!

- Page 24 Exhibit “C Fees; There are “No Fees/Zero Cost” for service to Hidalgo County Health Department for RioOne services.

  RioOne Services to Hidalgo County Health Department are funded by MHM Grant.

If you or a team member have any-other concerns or redlines, please let us know so that it can be addressed in a timely manner.

Thank you,

Charles Stewart

From: Charles C. Stewart
Sent: Tuesday, April 01, 2014 11:27 AM
To: 'Eddie Olivarez'; 'josephine.ramirez@da.co.hidalgo.tx.us'; 'savannah.gonzalez@da.co.hidalgo.tx.us'; 'mike.escaname@hchd.org'
Cc: 'rontuper@aol.com'; Prerak Joshi
Subject: RE: RIO ONE Agreement

Hello Ms. Josephine,

Sorry for just now responding back to you, but I did not receive your email dated March 6 until yesterday!

I have sent your questions to DHR Legal for review, approval and incorporation, and I hope to hear back from them very soon.

As soon as I hear back, (and I will be checking with them later today and consistently for a status since this is overdue), I will inform you of the results.

Below are my responses/recommendations to your questions!

Thank you and again, sorry for such a delay!

Charles Stewart

956-362-3059

1. First, the letter of support and any agreement will have to be approved by the Hidalgo County Commissioners Court on behalf of the Hidalgo County Health Department (HCHD).

a. No problem with this!

2. On the HIE Participation Agreement, some of the items we discussed were either internal decisions or were pending a needs assessment and/or cost breakdown (i.e. Sections 9 and 11 and Exhibits). **For legal**, we have the following:

a. At paragraph 5.5(A) and(B) under Disclosures (p.6-7): these provisions reference Sections 3.4(A)-(D), yet no such sections exist in this agreement.

i. **Current:** Sections 3.4(A)-(D) **=➔ Proposed Change:** **Section** 5.4 (A) – (D).

b. At paragraph 6.3(C) regarding Subpoenas: the HCHD receives very general subpoenas frequently for any and all information available, for that reason we may want to consider modifying this language

i. I need to talk with you to better understand the recommendation for this section.

c. At paragraph 6.6 Compliance: requires the HCHD to indemnify RioONE, as such we request the inclusion of the following language “to the extent permitted under the Constitution and Laws of the State of Texas.”

i. Will forward to legal to get a response!

d. At Section 16 Insurance (improperly numbered 17.1-17.2): what are the insurance requirements? HCHD is Self Insured and limited in liability by Statute; this may need to be modified to address HCHD's status as a public entity.

i. **Current:** Numbered 17.1 and 17.2 =➔ **Proposed Change:** **Numbered** 16.1 and 16.2

3. For the DURSA, Eddie had some concerns on the use of the Coordinating Committee v. the Board for oversight. Which will it be?

a. This document is really based off of the National document, and this particular section at issue refers to a "Coordinating Committee"! This committee would be created and managed at the National level. This section is Not Applicable to our regional HIE, but is included so when we integrate with the NwHIN, we will be fully complaint and will not need to update our documentation.

i. **I hope this helps??**

From: Eddie Olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Monday, March 31, 2014 11:10 AM
To: rontuper@aol.com
Cc: Charles C. Stewart
Subject: FW: RIO ONE Agreement

Eduardo Olivarez

Chief Administrative Officer

Hidalgo County Health and Human Services

1304 South 25th Ave.

Edinburg, Texas 78542

956-383-8858 Office

www.twitter.com/hidalgohealth

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Monday, March 31, 2014 10:57 AM
To: c.stewart@dhr-rgv.com
Cc: savannah.gonzalez@da.co.hidalgo.tx.us; eddie.olivarez@hchd.org; mike.escaname@hchd.org
Subject: RE: RIO ONE Agreement

Charles,

Just following up on this…..see below.

Thanks

Josephine Ramirez Solis

Assistant Criminal District Attorney

County Affairs Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3823

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, March 06, 2014 4:45 PM
To: 'c.stewart@dhr-rgv.com'
Cc: 'savannah.gonzalez@da.co.hidalgo.tx.us'; 'eddie.olivarez@hchd.org'; 'mike.escaname@hchd.org'
Subject: RIO ONE Agreement

Charles,

It was a pleasure meeting you today. As we discussed, I am including the items we had concerns with in connection with the Rio One Participant Agreement and the Data Use and Reciprocal Support Agreement (DURSA). Please pass these along to your legal department for consideration.

1. First, the letter of support and any agreement will have to be approved by the Hidalgo County Commissioners Court on behalf of the Hidalgo County Health Department (HCHD).

2. On the HIE Participation Agreement, some of the items we discussed were either internal decisions or were pending a needs assessment and/or cost breakdown (i.e. Sections 9 and 11 and Exhibits). **For legal**, we have the following:

   At paragraph 5.5(A) and(B) under Disclosures (p.6-7): these provisions reference Sections 3.4(A)-(D), yet no such sections exist in this agreement.

   At paragraph 6.3(C) regarding Subpoenas: the HCHD receives very general subpoenas frequently for any and all information available, for that reason we may want to consider modifying this language

   At paragraph 6.6 Compliance: requires the HCHD to indemnify RioONE, as such we request the inclusion of the following language “to the extent permitted under the Constitution and Laws of the State of Texas.”

   At Section 16 Insurance (improperly numbered 17.1-17.2): what are the insurance requirements? HCHD is Self Insured and limited in liability by Statute; this may need to be modified to address HCHD’s status as a public entity.

3. For the DURSA, Eddie had some concerns on the use of the Coordinating Committee v. the Board for oversight. Which will it be?

Thank you for your assistance on this. Please contact me should you have any questions or need any additional information.

Josephine Ramirez Solis

Assistant Criminal District Attorney

County Affairs Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3823

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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AI-46367 **IT Department 14. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMM. PCT. 2

Authorization and approval for new data card activation and change wireless cell phone service plans through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:	MDN:
Service Plan Change	Abel Sanchez 194395	America's Choice II 400 Share Unlimited @ $29.99 + $5.00 taxes/fees = $34.99/month	956-310-1517
Service Plan Change	Ricardo Cuellar 083909	America's Choice II 1000 Share Unlimited @ $54.99 + $5.00 taxes/fees = $59.99/month	956-369-0823
Service Plan Change	Office Use	America's Choice II 400 Share Unlimited @ $29.99 + $5.00 taxes/fees = $34.99/month	956-578-1589
Service Plan Change	Office Use	America's Choice II 400 Share Unlimited @ $29.99 + $5.00 taxes/fees = $34.99/month	956-310-8379
New Activation	Jaime Salinas 126365	4G Mobile Broadband Unlimited @ $37.99/month	new mdn

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-005-0-532

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

BUDGETARY IMPACT:

Funds available through Req#0262885 & 00262886 & 00262871.

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-004-0-532

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

BUDGETARY IMPACT:

Funds available through Req#00262878.

Attachments

Admin. documents

Co.WideShop documents

Data Card documents

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 03:52 PM
Glinda Pacheco	Glinda Pacheco	09/05/2014 04:22 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Griselda Salazar Started On: 09/05/2014 10:15 AM

Final Approval Date: 09/05/2014

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County PCT2
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 1492113928
DATE 9/2/2014
TERM Annual (12 Months)

4-120-431-20-122-205-0-532

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
AMERICA'S CHOICE II 400 SHARE UNL IN & N&W $38.45 0408 Abel	1	$29.99	400	200 (Txt/Pix/Flix)	N	400	$0.25	$29.99	$359.88
AMERICA'S CHOICE II 1000 SHARE UNL IN & N&W $70.50 0408 Cuellar	1	$54.99	1,000	200 (Txt/Pix/Flix)	N	1,000	$0.25	$54.99	$659.88
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	2					1400		$84.98	$1,019.76

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM (Annual/12 Months) $1,019.76

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00

INVESTMENT ESTIMATE	Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$1,019.76
EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00
INVESTMENT TOTAL	$1,019.76

3Q14 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 1492113928

Additional Notes:

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

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

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

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

Updated 8/15/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

956-310-1517

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Abel Sanchez Employee ID# 94395 Signature: [signature]

Department: Pct. #2 Dept#: 122-005

Quantity: 1

Service: $ 29.99 /mo (x) 4 months = 119.96 Account: 4-120-431-40-122-005-0-532

tax Service: $ 5.00 /mo (x) 4 months = 20.00 Account: 4-120-431-40-122-005-0-~~619/664~~ 532

Requisition Total: $ 139.96 **Requisition Number:** 262885

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

[signature] Hector Palacios 9/3/2014

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 400 Share Unl. @ 29.99 + 5.00 = 34.99 /month

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

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

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

Revised: 03/09/2011

Requisition

Req # 00262885

PO #

Date: 09/03/14

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ANGELA GARCIA
956-787-1891

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	MONTH	AMERICAS CHOICE II 400 SHARE UNL IN & N&W FOR ABEL SANCHEZ @ 29.99 + $5.00 TAXES/FEES PER MONTH (SEPT. - DEC. 2014)	34.99	139.96
		Account No	Encumbrance	
		4-1200-431-00-122-005-0-532	139.96	
			Freight	.00
			Total	139.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

956-369-0823

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Ricardo Cuellar Employee ID# 083909 Signature: Ricardo Cuellar

Department: PCT #2 Dept#: 122-005

Quantity: 1

Service: $54.99 /mo (x) 4 months = 219.96 Account: 4-1200-431-W-122-005-0 -532

TMK

Service: $ 5.00 /mo (x) 4 months = 20.00 Account: 4-1200-431-W-122-005-0 -532 -619/664

Requisition Total: $239.96 **Requisition Number:** 262886

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature Hector Pulgarin Print Name 9/3/2014 Date

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

_____ Signature _____ Print Name _____ Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 1000 Share Unl. @ 54.99 + 5.00 = 59.99 /month

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

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

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

Revised: 03/09/2011

Requisition

Req # 00262886

PO #

Date: 09/03/14

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ANGELA GARCIA
956-787-1891

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	MONTH	AMERICAS CHOICE II 1000 UNL IN & N&W FOR RICARDO CUELLAR @ 54.99 + $5.00 TAXES/FEE PER MONTH (SEPT. - DEC. 2014)	59.99	239.96
		Account No	Encumbrance	
		4-1200-431-00-122-005-0-532	239.96	
			Freight	.00
			Total	239.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County PCT2 Wide Shop
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

$762.10

QUOTE ID 1481164646
DATE 8/1/2014
TERM Annual (12 Months)
PAGE 1 of 2

4-1200-431-00-122-004-0-532

Co. Wide Shop

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
AMERICA'S CHOICE II 400 SHARE UNL IN & N&W $38.45 0408	2	$29.99	400	200 (Txt/Pix/Flix)	N	800	$0.25	$59.98	$719.76
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	2					800		$59.98	$719.76

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM (Annual (12 Months)) $719.76

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$719.76
EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00
INVESTMENT TOTAL	$719.76

3Q14 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 1481164646

Additional Notes:

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

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

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Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

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

Updated 7/10/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

956-578-1589

COUNTY OWNED WIRELESS DEVICE

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

Department: Co. Wide Shop Dept#: 122-004

Quantity: 1

Service: $29.99/mo (x) 4 months = 119.96 Account: 4-12W-431-00-122-004- -532

tax Service: $5.00/mo (x) 4 months = 20.00 Account: 4-12W-431-00-122-004-0- 532 -619/664

Requisition Total: $279.92 **Requisition Number:** 262878

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature Hector Palacios Print Name 9/3/2014 Date

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

_____ Signature _____ Print Name _____ Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 400 Share Unl. @ 29.99 + 5.00 = 34.99 / month

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

956-310-8379

COUNTY OWNED WIRELESS DEVICE

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

Department: Co. Wide Shop Dept#: 122-004

Quantity: 1

Service: $29.99/mo (x) 4 months = 119.96 Account: 4-120-431-00-122-004-0 -532

tax. Service: $5.00/mo (x) 4 months = 20.00 Account: 4-120-431-00-122-004-0 -532/619/664

Requisition Total: $279.92 **Requisition Number:** 262878

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature Hector Palacios 9/3/2014

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 400 Share Unl. @ 29.99 +5.00 = 34.99/month

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

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

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

Revised: 03/09/2011

Requisition

Req # 00262878

PO #

Date: 09/03/14

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ANGELA GARCIA
956-787-1891

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	MONTH	AMERICAS CHOICE II 400 SHARE UNL IN&N&W - $29.99/MONTH + $5.00 TAXES/FEES (OFFICE USE) (SEPT - DEC. 2014)	34.99	139.96
4.00	MONTH	AMERICAS CHOICE II 400 SHARE UNL IN&N&W - $29.99 /MONTH + $5.00 TAXES/FEES (OFFICE USE) (SEPT. - DEC. 2014)	34.99	139.96
		Account No	Encumbrance	
		4-1200-431-00-122-004-0-532	279.92	
			Freight	.00
			Total	279.92

Authorized By: _____

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

DATE 5/1/2014
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	1	$37.99	N	Unlimited	$0.00	$37.99	$455.88
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	1					$37.99	$455.88

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM (Annual (12 Months)) $455.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon Wireless 4G LTE Hotspot MHS291L (PP $27.99+)	1	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	1		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$455.88
EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00
INVESTMENT TOTAL	$455.88

2Q14 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTION	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

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

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

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

Updated 4/11/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jaime Salinas Employee ID# 1260365 Signature: [signature]

Department: Pct. 2 Adm Dept#: 122-005

Quantity: 1

Service: $ 37.99 /mo (x) 4 months = 151.96 Account: 4-120-431-00-122-005-0 -532

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

Requisition Total: $151.96 **Requisition Number:** 262871

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

[signature] Hector Palacios 9-4-2014

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Mobile Broadband Unl. @ 37.99/mo.

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

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

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

Revised: 03/09/2011

Requisition

Req # 00262871

PO #

Date: 09/03/14

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ANGELA GARCIA
956-787-1891

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MOBILE BROADBAND FOR JAIME SALINAS		
		DO NOT DUPLICATE ORDER		
4.00	MONTH	4G MOBILE BROADBAND UNLIMITED (NEW ACTIVATION) $37.99(SEPT.-DEC.2014)	37.99	151.96
		Account No	Encumbrance	
		4-1200-431-00-122-005-0-532	151.96	
			Freight	.00
			Total	151.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-46375 **IT Department 14. B.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Various Funds:
Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor	Invoice No.	Invoice Date	Account No.	Amount
Co. Wide Shop				
Verizon Wireless	9725833636	05/23/14	4-1200-431-00-122-004-0-532	$64.05
Verizon Wireless	9725833636	05/23/14	4-1200-431-00-122-004-0-532	$10.39
Verizon Wireless	9727538649	06/23/14	4-1200-431-00-122-004-0-532	$64.05
Verizon Wireless	9727538649	06/23/14	4-1200-431-00-122-004-0-532	$10.39
Verizon Wireless	9729254221	07/23/14	4-1200-431-00-122-004-0-532	$64.01
Verizon Wireless	9729254221	07/23/14	4-1200-431-00-122-004-0-532	$10.38
Total				**$223.27**
Administration				
Verizon Wireless	9725833626	05/23/14	4-1200-431-00-122-005-0-532	$44.13
Verizon Wireless	9725833626	05/23/14	4-1200-431-00-122-005-0-532	$64.91
Verizon Wireless	9727538639	06/23/14	4-1200-431-00-122-005-0-532	$44.13
Verizon Wireless	9727538639	06/23/14	4-1200-431-00-122-005-0-532	$66.33
Verizon Wireless	9729254211	07/23/14	4-1200-431-00-122-005-0-532	$44.10
Verizon Wireless	9729254211	07/23/14	4-1200-431-00-122-005-0-532	$65.51
Verizon Wireless	9730954046	08/23/14	4-1200-431-00-122-005-0-532	$44.10
Verizon Wireless	9730954046	08/23/14	4-1200-431-00-122-005-0-532	$65.75
Total				**438.96**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-00x-0-532

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

BUDGETARY IMPACT:

funds available as of 09/05/14
Co. Wide SHop - $482.18
Road Adm. - $458.95

Attachments

invoice 1
inv. 2
inv. 3
inv. 4
inv. 5
inv. 6
invoice 7
inv. 8
inv. 9
inv. 10
inv. 11
inv. 12
inv. 13
invoice 14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 02:42 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Angela Garcia Started On: 09/05/2014 11:53 AM

Final Approval Date: 09/05/2014

Summary for Abel Sanchez: 956–310–1517

PO # _____
__-1200-431-00-122-005-0-____
Req #_____

Your Plan

America's Choice SharePlan 600
$55.12 monthly charge
600 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Beginning on 02/17/14:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

200 Text PIX FLIX Messages
200 monthly message allowance
$.10 per message sent after allowance
$.02 per message Rcv'd after allowance

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

America's Choice SharePlan 600	07/24 – 08/23	55.12
23% Access Discount	07/24 – 08/23	–12.68
		$42.44

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	600 (shared)	31	--	--
Mobile to Mobile	*minutes*	unlimited	4	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.66
	$1.66

Total Current Charges for 956–310–1517 **$44.10**

INVOICE RECEIVED BY:
Elizabeth Casas ON 8/4/14
GOODS/SERVICES RECEIVED BY:
Erika Zamora ON 7/24/14-8/23/14

Detail for Abel Sanchez: 956–310–1517

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/14	7:50A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/14	7:50A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/14	8:24A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/14	8:25A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/14	8:29A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/14	8:39A	Data Airtime	Peak	PlanAllow,Data	Pharr TX	Data CL	1	--	--	--
7/14	9:52A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/14	9:53A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/14	9:54A	956–783–7199	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/14	9:55A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/14	10:03A	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	9	--	--	--
7/14	11:24A	956–904–3885	Peak	PlanAllow	Donna TX	Pharr TX	3	--	--	--
7/14	11:54A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
7/14	12:40P	956–145–2954	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--

Order #: 6323 Copy #: 13 Control #:20000744-00006371

Detail for Abel Sanchez: 956–310–1517

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/21	8:59A	956–433–8018	Peak	PlanAllow	Pharr TX	Portisabel TX	1	--	--	--
7/21	9:13A	956–376–0460	Peak	M2MAllow	Pharr TX	Weslaco TX	3	--	--	--
7/21	9:17A	956–433–8018	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/21	9:58A	956–376–0460	Peak	M2MAllow	Alamo TX	Incoming CL	1	--	--	--
7/21	10:24A	956–314–1676	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/21	1:54P	956–314–1676	Peak	PlanAllow	Pharr TX	Weslaco TX	2	--	--	--

Order #: 6323 Copy #: 13 Control #:20000744-00006371

Summary for Ricardo Cuellar: 956–369–0823

PO # _____
__-1200-431-00-122-005-0-____
Req #_____

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

Pay As You Use Megabyte Data
$1.99 per megabyte

Beginning on 12/06/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	07/24 – 08/23	80.00
23% Access Discount	07/24 – 08/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	1071	--	--
Mobile to Mobile	*minutes*	unlimited	88	--	--
Night/Weekend	*minutes*	unlimited	189	--	--
Total Voice					$.00
Messaging					
Text – Sent	*messages*	--	6	6	.60
Text – Rcv'd	*messages*	--	45	45	.90
Total Messaging					$1.50
Total Usage and Purchase Charges					**$1.50**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.41
	$2.41
Total Current Charges for 956–369–0823	**$65.51**

INVOICE RECEIVED BY:
Elizabeth Cano ON 8/4/14
GOODS/SERVICES RECEIVED BY:
Erika Lamora ON 7/24/14-8/23/14

Detail for Ricardo Cuellar: 956–369–0823

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/24	7:48A	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
6/24	7:58A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/24	8:23A	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/24	9:05A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/24	9:39A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
6/24	9:41A	956–292–5651	Peak	PlanAllow	Pharr TX	Edinburg TX	1	--	--	--
6/24	9:42A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
6/24	10:16A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
6/24	10:44A	956–475–1375	Peak	PlanAllow	Edinburg TX	Pharr TX	5	--	--	--
6/24	10:54A	956–655–9797	Peak	PlanAllow	San Juan TX	Incoming CL	3	--	--	--
6/24	11:05A	956–475–1375	Peak	PlanAllow	Alamo TX	Pharr TX	2	--	--	--
6/24	11:13A	956–884–9192	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
6/24	11:17A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/24	11:22A	956–460–3709	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
6/24	11:35A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--

Order #: 6323 Copy #: 13 Control #:20000744-00006370

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/24	11:42A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/24	12:24P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
6/24	1:03P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/24	2:03P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/24	2:19P	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/24	3:36P	956–904–8827	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/24	3:49P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/25	8:09A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/25	8:12A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
6/25	9:02A	956–783–7676	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
6/25	9:45A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/25	10:02A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/25	10:06A	956–605–4760	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
6/25	10:08A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
6/25	10:12A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
6/25	10:22A	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/25	10:26A	956–787–1891	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
6/25	10:31A	956–533–4601	Peak	PlanAllow	Alamo TX	McAllen TX	2	—	—	—
6/25	10:36A	956–784–4229	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
6/25	10:49A	956–905–2580	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
6/25	11:28A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/25	11:44A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/25	12:03P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/25	12:58P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/25	1:04P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
6/25	1:32P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/25	1:54P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/25	2:14P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
6/25	2:38P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/25	3:16P	956–533–8962	Peak	PlanAllow	San Juan TX	McAllen TX	2	—	—	—
6/25	3:20P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
6/25	3:31P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	16	—	—	—
6/25	3:50P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/25	3:57P	956–639–7035	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
6/25	4:15P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/25	5:07P	956–342–3857	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
6/25	5:13P	956–342–3857	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
6/25	5:27P	956–784–5961	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/25	7:29P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
6/25	7:58P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
6/25	9:50P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
6/25	9:51P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
6/26	7:47A	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/26	7:48A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/26	8:02A	956–433–8018	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 6323 Copy #: 13 Control #:20000744-00006370

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/26	8:54A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
6/26	9:40A	956–905–2580	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/26	10:43A	956–227–2154	Peak	PlanAllow	Donna TX	Incoming CL	2	—	—	—
6/26	10:58A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/26	11:00A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/26	11:19A	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/26	1:31P	956–655–2440	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
6/26	2:08P	956–605–3862	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/26	2:12P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/26	2:26P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/26	2:26P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	1	—	—	—
6/26	2:32P	956–685–7072	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
6/26	2:55P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	15	—	—	—
6/26	3:47P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/26	4:16P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/26	4:21P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/26	4:22P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/26	5:05P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/26	6:13P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	12	—	—	—
6/26	6:38P	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/27	8:49A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/27	10:24A	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	1	—	—	—
6/27	10:25A	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	31	—	—	—
6/27	11:43A	956–429–1653	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
6/27	2:58P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	24	—	—	—
6/27	3:22P	956–884–9192	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
6/27	3:54P	956–376–0463	Peak	M2MAllow	Pharr TX	Incoming CL	5	—	—	—
6/28	9:13A	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	3	—	—	—
6/28	11:21A	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
6/28	11:27A	956–227–2154	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
6/28	12:07P	956–566–1974	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
6/28	1:59P	956–342–3857	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
6/28	4:06P	956–330–5540	Off–Peak	N&W	San Juan TX	Edinburg TX	1	—	—	—
6/28	5:09P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
6/28	5:12P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
6/28	5:58P	956–330–5540	Off–Peak	N&W	San Juan TX	Edinburg TX	1	—	—	—
6/28	7:13P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
6/28	7:23P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
6/28	7:23P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
6/28	10:38P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
6/28	10:48P	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
6/28	10:50P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	2	—	—	—
6/29	12:27P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
6/29	12:40P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	8	—	—	—
6/30	8:00A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 6323 Copy #: 13 Control #:20000744-00006369

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/03	2:04P	956–249–9713	Peak	M2MAllow	Alamo TX	McAllen TX	2	—	—	—
7/03	2:16P	956–787–7131	Peak	PlanAllow	Donna TX	Incoming CL	2	—	—	—
7/03	2:31P	956–787–1891	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
7/03	3:12P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/03	4:41P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/03	7:57P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
7/03	9:26P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
7/03	9:34P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
7/04	4:03P	956–821–1949	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
7/04	4:04P	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	3	—	—	—
7/04	5:29P	956–342–3857	Peak	M2MAllow	San Juan TX	Incoming CL	5	—	—	—
7/05	5:12P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	14	—	—	—
7/05	5:43P	956–565–7500	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
7/05	5:48P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
7/06	9:15A	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	3	—	—	—
7/06	9:25A	956–460–1441	Off–Peak	N&W	San Juan TX	Incoming CL	5	—	—	—
7/06	9:34A	956–492–8346	Off–Peak	N&W	San Juan TX	Incoming CL	6	—	—	—
7/06	7:10P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	6	—	—	—
7/06	7:17P	936–203–5819	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
7/06	7:57P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
7/06	9:14P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	6	—	—	—
7/07	8:06A	956–376–0463	Peak	M2MAllow	Pharr TX	Weslaco TX	1	—	—	—
7/07	8:58A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
7/07	9:54A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/07	1:29P	832–613–7144	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
7/07	1:42P	956–975–8044	Peak	M2MAllow	Pharr TX	Weslaco TX	2	—	—	—
7/07	1:53P	956–975–8044	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
7/07	2:24P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
7/07	2:29P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/07	2:35P	956–607–7640	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/07	4:08P	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/07	4:30P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	13	—	—	—
7/07	9:37P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
7/08	7:54A	956–905–2580	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
7/08	8:12A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
7/08	9:39A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
7/08	9:44A	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/08	10:28A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
7/08	10:50A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
7/08	10:51A	956–784–4925	Peak	M2MAllow	Pharr TX	Incoming CL	7	—	—	—
7/08	10:58A	956–655–6981	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
7/08	11:27A	956–685–7072	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
7/08	11:32A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	3	—	—	—
7/08	1:26P	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/08	1:43P	956–331–5974	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—

Order #: 6323 Copy #: 13 Control #:20000744-00006368

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/08	2:31P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	7	---	---	---
7/08	2:50P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	36	---	---	---
7/08	3:30P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/08	3:31P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/08	3:56P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/08	4:18P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	8	---	---	---
7/09	7:57A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/09	7:59A	956–905–2580	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/09	8:00A	956–905–2580	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/09	9:01A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/09	9:07A	956–565–7500	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
7/09	9:19A	956–533–4601	Peak	PlanAllow	Donna TX	McAllen TX	1	---	---	---
7/09	10:08A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
7/09	10:16A	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/09	10:34A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/09	10:57A	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
7/09	11:11A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/09	11:19A	956–562–8395	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/09	11:36A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/09	11:54A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/09	1:41P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/09	2:14P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/09	2:34P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	22	---	---	---
7/09	3:17P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/09	3:33P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/09	3:44P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/09	4:23P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/09	4:32P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
7/09	8:12P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
7/10	9:00A	956–783–7676	Peak	PlanAllow	Pharr TX	Incoming CL	7	---	---	---
7/10	9:07A	956–681–7094	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	---	---	---
7/10	9:19A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	18	---	---	---
7/10	10:06A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/10	10:19A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
7/10	10:37A	956–784–1956	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/10	10:59A	956–685–7072	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/10	11:05A	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	8	---	---	---
7/10	11:12A	956–221–4466	Peak	M2MAllow,CallWait	San Juan TX	Incoming CL	1	---	---	---
7/10	11:37A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
7/10	3:56P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	4	---	---	---
7/10	4:02P	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/10	4:56P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/10	6:19P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/10	6:21P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/10	6:25P	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---

Order #: 6323 Copy #: 13 Control #:20000744-00006367

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/11	9:10A	956–313–9779	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
7/11	9:25A	956–475–1375	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
7/11	9:27A	956–533–4601	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
7/11	9:31A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
7/11	10:30A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/11	10:34A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/11	10:51A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/11	11:01A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
7/11	11:09A	956–429–2882	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
7/11	11:10A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
7/11	11:58A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
7/11	1:15P	956–429–2882	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
7/11	2:13P	956–429–2882	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
7/11	2:21P	956–429–2882	Peak	PlanAllow	San Juan TX	McAllen TX	3	—	—	—
7/11	2:24P	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
7/11	2:32P	956–975–8044	Peak	M2MAllow	San Juan TX	Incoming CL	6	—	—	—
7/11	3:26P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
7/11	3:28P	956–467–9775	Peak	M2MAllow,CallWait	Pharr TX	Incoming CL	6	—	—	—
7/11	3:48P	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
7/11	4:04P	956–221–4466	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
7/11	4:05P	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
7/11	4:08P	956–221–4466	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
7/11	5:40P	956–322–2546	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
7/11	7:09P	956–279–6485	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
7/11	7:26P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
7/12	11:15A	956–460–1441	Off–Peak	N&W	Pharr TX	Pharr TX	15	—	—	—
7/12	11:37A	956–227–2154	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
7/12	11:38A	936–203–5819	Off–Peak	N&W	San Juan TX	Conroe TX	2	—	—	—
7/12	11:40A	956–227–2154	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
7/12	11:46A	956–460–6364	Off–Peak	N&W	San Juan TX	Pharr TX	7	—	—	—
7/12	12:13P	956–492–8346	Off–Peak	N&W	San Juan TX	Harlingen TX	3	—	—	—
7/12	6:14P	956–225–4238	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
7/12	6:20P	956–279–0274	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
7/12	6:39P	956–492–8346	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
7/12	7:07P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
7/12	8:02P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
7/12	9:41P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
7/13	8:33A	956–227–2154	Off–Peak	N&W	Pharr TX	McAllen TX	2	—	—	—
7/13	12:49P	956–460–1441	Off–Peak	N&W	McAllen TX	Pharr TX	11	—	—	—
7/13	1:39P	956–227–2154	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
7/14	8:57A	956–884–9192	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
7/14	9:03A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
7/14	9:12A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	25	—	—	—
7/14	3:38P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	5	—	—	—
7/14	4:13P	956–821–1949	Peak	PlanAllow	McAllen TX	Incoming CL	2	—	—	—

Order #: 6323 Copy #: 13 Control #:20000744-00006367

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/15	9:31A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/15	9:39A	956–639–7035	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
7/15	10:13A	956–784–3510	Peak	PlanAllow	Pharr TX	Incoming CL	6	--	--	--
7/15	10:28A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/15	10:48A	956–402–5706	Peak	PlanAllow	Pharr TX	Incoming CL	10	--	--	--
7/15	10:58A	956–784–3510	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
7/15	11:00A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
7/15	11:21A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/15	11:31A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/15	11:36A	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
7/15	11:39A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/15	1:14P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/15	2:27P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/15	2:32P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/15	2:39P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
7/15	3:26P	956–681–7094	Peak	PlanAllow	Donna TX	Incoming CL	4	--	--	--
7/15	3:30P	956–313–9779	Peak	PlanAllow,CallWait	Alamo TX	Incoming CL	1	--	--	--
7/15	3:41P	956–492–8346	Peak	PlanAllow	Alamo TX	Incoming CL	12	--	--	--
7/15	7:35P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
7/15	7:41P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	10	--	--	--
7/15	9:20P	956–821–1949	Off–Peak	N&W	Pharr TX	Incoming CL	3	--	--	--
7/16	7:46A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
7/16	7:50A	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/16	7:54A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/16	8:24A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
7/16	9:04A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
7/16	9:47A	956–821–1949	Peak	PlanAllow	Alamo TX	McAllen TX	3	--	--	--
7/16	10:00A	956–492–8346	Peak	PlanAllow	Alamo TX	Incoming CL	2	--	--	--
7/16	10:11A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
7/16	10:29A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	4	--	--	--
7/16	11:50A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/16	11:51A	956–322–2546	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
7/16	1:44P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/16	2:07P	956–783–1316	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/17	7:41A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
7/17	7:44A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/17	8:30A	956–533–3992	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
7/17	8:52A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
7/17	9:10A	956–533–3992	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/17	9:22A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/17	9:30A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
7/17	10:22A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
7/17	10:29A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
7/17	2:07P	956–492–8346	Peak	PlanAllow	San Juan TX	Incoming CL	3	--	--	--
7/17	2:42P	956–787–1891	Peak	PlanAllow	San Juan TX	Pharr TX	1	--	--	--

Order #: 6323 Copy #: 13 Control #:20000744-00006366

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/23	2:11P	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
7/23	2:18P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
7/23	2:18P	956–787–1891	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	--	--	--
7/23	2:19P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
7/23	2:21P	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/23	2:23P	956–739–3385	Peak	PlanAllow	Alamo TX	Incoming CL	2	--	--	--
7/23	3:54P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	15	--	--	--
7/23	4:09P	956–279–9612	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	--	--	--
7/23	5:07P	936–203–5819	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/23	5:09P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/23	8:25P	956–739–3385	Peak	PlanAllow	Edinburg TX	McAllen TX	2	--	--	--
7/23	8:30P	956–429–2882	Peak	PlanAllow	Edinburg TX	McAllen TX	2	--	--	--
7/23	8:31P	956–648–3428	Peak	PlanAllow	Edinburg TX	McAllen TX	1	--	--	--
7/23	10:03P	956–821–1949	Off–Peak	N&W	Pharr TX	Incoming CL	13	--	--	--

Order #: 6323 Copy #: 13 Control #:20000744-00006365

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On July 1, the FUSC decreased to 3.91 percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges decreased to 15.7 percent. For more details, please call 1–888–684–1888.

Order #: 6323 Copy #: 13 Control #:20000744-00006364

verizonwireless

Invoice Number	Account Number	Date Due	Page
9727538639	822603189–00005	Past Due	4 of 15

INVOICE RECEIVED BY: Mas ON 7/2/14
GOODS/SERVICES RECEIVED BY: Ella Tam ON 6/24–7/23/14

Summary for Abel Sanchez: 956–310–1517

Your Plan

America's Choice SharePlan 600
$55.12 monthly charge
600 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Beginning on 02/17/14:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

200 Text PIX FLIX Messages
200 monthly message allowance
$.10 per message sent after allowance
$.02 per message Rcv'd after allowance

Monthly Charges

America's Choice SharePlan 600	06/24 – 07/23	55.12
23% Access Discount	06/24 – 07/23	–12.68
		$42.44

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	600 (shared)	2	--	--
Night/Weekend	*minutes*	unlimited	3	--	--
Total Voice					$.00

Total Usage and Purchase Charges	**$.00**
Verizon Wireless' Surcharges	
Fed Universal Service Charge	1.69
	$1.69
Total Current Charges for 956–310–1517	**$44.13**

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

PO # _____
-1200-431-00-122-005-0-_____
Req #_____

Detail for Abel Sanchez: 956–310–1517

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/27	11:52A	956–141–1565	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/29	10:18A	956–317–3038	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/08	2:05P	956–961–6338	Off–Peak	N&W	Gila Bend AZ	Pharr TX	3	--	--	--

Order #: 6223 Copy #: 13 Control #:20000725-00006204

Summary for Ricardo Cuellar: 956–369–0823

INVOICE RECEIVED BY: Mar ON 7/2/14
GOODS/SERVICES RECEIVED BY: Zulla Tamm ON 6/24– 7/23/14

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

Pay As You Use Megabyte Data
$1.99 per megabyte

Beginning on 12/06/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	06/24 – 07/23	80.00
23% Access Discount	06/24 – 07/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	890	––	––
Mobile to Mobile	*minutes*	unlimited	76	––	––
Night/Weekend	*minutes*	unlimited	270	––	––
Total Voice					$.00
Messaging					
Text – Sent	*messages*	––	12	12	1.20
Text – Rcv'd	*messages*	––	54	54	1.08
Total Messaging					$2.28
Total Usage and Purchase Charges					**$2.28**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.45
	$2.45

Total Current Charges for 956–369–0823 **$66.33**

Detail for Ricardo Cuellar: 956–369–0823

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/24	10:28A	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	4	––	––	––
5/24	11:05A	956–460–1441	Off–Peak	N&W	San Juan TX	Incoming CL	13	––	––	––
5/24	11:55A	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	––	––	––
5/24	2:14P	956–279–6485	Off–Peak	N&W	San Juan TX	Edinburg TX	2	––	––	––
5/24	4:02P	956–492–8346	Off–Peak	N&W	San Juan TX	Incoming CL	4	––	––	––
5/24	4:20P	956–884–9192	Off–Peak	N&W	San Juan TX	Pharr TX	1	––	––	––
5/24	5:15P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	––	––	––
5/24	6:41P	956–533–4601	Off–Peak	N&W	San Juan TX	McAllen TX	5	––	––	––
5/24	8:26P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	2	––	––	––
5/24	8:28P	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	4	––	––	––
5/25	1:43P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	––	––	––
5/26	11:36A	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/27	8:45A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/27	8:46A	956–685–1600	Peak	PlanAllow	Pharr TX	Incoming CL	4	––	––	––
5/27	9:24A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	3	––	––	––

Order #: 6223 Copy #: 13 Control #:20000725-00006203

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/27	9:26A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/27	10:33A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	5	—	—	—
5/27	10:37A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	6	—	—	—
5/27	12:38P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/27	2:02P	956–221–4466	Peak	M2MAllow	San Juan TX	Incoming CL	1	—	—	—
5/27	2:16P	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	3	—	—	—
5/27	2:55P	956–533–4601	Peak	PlanAllow	Donna TX	McAllen TX	1	—	—	—
5/27	2:57P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/27	3:47P	956–369–1831	Peak	PlanAllow	Pharr TX	Incoming CL	9	—	—	—
5/27	3:55P	956–793–5191	Peak	PlanAllow	Pharr TX	Harlingen TX	5	—	—	—
5/27	5:29P	956–322–2546	Peak	PlanAllow	San Juan TX	Incoming CL	3	—	—	—
5/28	7:56A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/28	8:54A	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/28	9:34A	956–381–8466	Peak	PlanAllow	Alamo TX	Incoming CL	5	—	—	—
5/28	10:14A	956–381–8466	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/28	10:58A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/28	10:58A	956–821–2103	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	—	—	—
5/28	3:45P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/28	3:56P	956–685–7933	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/28	4:08P	956–685–7933	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/28	4:17P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	16	—	—	—
5/28	4:35P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	8	—	—	—
5/28	4:50P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
5/28	6:07P	956–821–1949	Peak	PlanAllow	McAllen TX	McAllen TX	1	—	—	—
5/28	6:08P	956–821–1949	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
5/29	8:08A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/29	8:09A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/29	8:39A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/29	9:04A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/29	9:36A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
5/29	9:44A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/29	10:22A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/29	10:34A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	5	—	—	—
5/29	11:19A	956–793–5191	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
5/29	11:45A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/29	11:47A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/29	11:49A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/29	12:02P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
5/29	1:48P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
5/29	2:02P	956–475–1375	Peak	PlanAllow	Donna TX	Pharr TX	3	—	—	—
5/29	2:13P	956–460–1441	Peak	PlanAllow	Alamo TX	Incoming CL	18	—	—	—
5/29	2:47P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	9	—	—	—
5/29	3:05P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/29	3:12P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
5/29	7:26P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	4	—	—	—

Order #: 6223 Copy #: 13 Control #:20000725-00006203

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/29	7:51P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--
5/29	8:35P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--
5/30	7:54A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/30	9:11A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
5/30	9:46A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
5/30	9:56A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/30	10:56A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
5/30	11:22A	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
5/30	11:27A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
5/30	11:28A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
5/30	11:31A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/30	11:57A	956–492–8346	Peak	PlanAllow	San Juan TX	Harlingen TX	1	--	--	--
5/30	12:53P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
5/30	2:39P	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/31	9:51A	956–884–0360	Off–Peak	N&W	Pharr TX	Pharr TX	1	--	--	--
5/31	9:55A	956–460–1441	Off–Peak	N&W	Pharr TX	Pharr TX	32	--	--	--
5/31	12:43P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	--	--	--
5/31	3:26P	956–793–5191	Off–Peak	N&W	San Juan TX	Harlingen TX	3	--	--	--
5/31	3:45P	956–279–6485	Off–Peak	N&W	San Juan TX	Incoming CL	1	--	--	--
5/31	4:23P	936–203–5819	Off–Peak	N&W	San Juan TX	Conroe TX	8	--	--	--
5/31	5:10P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	--	--	--
5/31	6:00P	956–460–3709	Off–Peak	N&W	Alamo TX	Pharr TX	3	--	--	--
5/31	7:39P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	3	--	--	--
5/31	8:57P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	10	--	--	--
5/31	9:07P	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	3	--	--	--
6/01	2:16P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	6	--	--	--
6/02	8:34A	956–784–5961	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/02	8:41A	956–685–0395	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
6/02	9:36A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/02	9:48A	956–227–2154	Peak	PlanAllow	Alamo TX	McAllen TX	1	--	--	--
6/02	10:00A	956–685–0395	Peak	PlanAllow	San Juan TX	Incoming CL	6	--	--	--
6/02	10:39A	956–533–4601	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
6/02	1:10P	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/02	1:12P	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/02	1:35P	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
6/02	2:23P	956–787–3457	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/02	2:29P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
6/02	2:33P	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	2	--	--	--
6/02	3:23P	956–533–8962	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
6/02	3:24P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/02	3:25P	956–638–2152	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
6/02	3:35P	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/02	3:36P	956–784–9222	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
6/02	4:19P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
6/03	8:14A	956–739–0653	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--

Order #: 6223 Copy #: 13 Control #:20000725-00006202

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/03	8:32A	956–783–7676	Peak	PlanAllow	Pharr TX	Incoming CL	8	---	---	---
6/03	8:47A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
6/03	8:50A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/03	9:11A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/03	9:13A	956–739–0653	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/03	9:13A	956–638–2152	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
6/03	9:14A	956–739–0653	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/03	9:18A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	9:27A	956–739–0653	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	10:59A	956–533–8962	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
6/03	11:02A	956–867–3699	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/03	11:05A	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	11:13A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	11:47A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	1:43P	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/03	1:46P	956–756–6493	Peak	PlanAllow	Pharr TX	Weslaco TX	1	---	---	---
6/03	1:47P	956–821–2103	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/03	1:48P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
6/03	1:49P	956–588–8410	Peak	PlanAllow	Pharr TX	Pharr TX	3	---	---	---
6/03	1:52P	956–756–6493	Peak	PlanAllow	Pharr TX	Weslaco TX	2	---	---	---
6/03	1:56P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
6/03	2:01P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/03	2:20P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/03	2:24P	956–533–8962	Peak	PlanAllow	Donna TX	McAllen TX	1	---	---	---
6/03	2:25P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	26	---	---	---
6/03	3:07P	956–778–6014	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	3:08P	956–778–6014	Peak	PlanAllow	Pharr TX	Harlingen TX	1	---	---	---
6/03	3:32P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/03	6:47P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
6/03	7:49P	956–325–7813	Peak	PlanAllow	San Juan TX	Pharr TX	1	---	---	---
6/03	7:49P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	2	---	---	---
6/03	8:08P	956–342–6917	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
6/04	8:20A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/04	8:37A	956–249–9713	Peak	M2MAllow	Pharr TX	Incoming CL	3	---	---	---
6/04	9:55A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/04	10:12A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/04	10:14A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
6/04	10:51A	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/04	11:01A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/04	11:04A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/04	11:06A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/04	11:06A	956–787–1891	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
6/04	11:10A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/04	11:12A	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/04	11:17A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---

Order #: 6223 Copy #: 13 Control #:20000725-00006202

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/04	11:44A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/04	11:49A	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/04	11:57A	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/04	12:13P	956–325–7813	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
6/04	1:05P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/04	1:34P	956–787–1958	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
6/04	2:12P	956–655–6981	Peak	PlanAllow	Donna TX	Incoming CL	2	—	—	—
6/04	2:19P	956–884–9192	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
6/04	2:58P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
6/04	3:13P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/04	3:35P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
6/04	4:02P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
6/04	4:10P	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/04	6:17P	956–739–0653	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/04	7:32P	956–451–4916	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/04	7:32P	956–787–1958	Peak	PlanAllow	San Juan TX	Pharr TX	1	—	—	—
6/04	7:33P	956–787–1958	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/04	9:06P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	30	—	—	—
6/05	8:15A	956–383–8114	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/05	8:37A	956–648–7812	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/05	8:38A	956–207–9298	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
6/05	8:49A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/05	8:58A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
6/05	9:19A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	18	—	—	—
6/05	9:36A	956–207–9298	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
6/05	9:39A	956–739–0653	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/05	9:43A	956–605–3862	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
6/05	9:43A	580–716–2047	Peak	PlanAllow	Pharr TX	Ponca City OK	6	—	—	—
6/05	9:50A	956–207–9298	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
6/05	9:54A	956–787–7254	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
6/05	10:03A	956–605–3862	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/05	10:05A	956–605–3862	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/05	10:07A	956–648–7812	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
6/05	10:10A	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/05	10:12A	956–778–8817	Peak	PlanAllow	Pharr TX	Harlingen TX	1	—	—	—
6/05	10:27A	956–739–0653	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/05	11:04A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/05	11:07A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/05	11:22A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	17	—	—	—
6/05	11:54A	956–492–8346	Peak	PlanAllow	San Juan TX	Harlingen TX	1	—	—	—
6/05	12:27P	956–492–8346	Peak	PlanAllow	Linn TX	Incoming CL	1	—	—	—
6/05	1:00P	956–787–1891	Peak	PlanAllow	Falfurrias TX	Incoming CL	1	—	—	—
6/05	3:48P	956–821–2103	Peak	PlanAllow	Victoria TX	Incoming CL	1	—	—	—
6/06	3:36P	956–533–4601	Peak	PlanAllow	Spring TX	McAllen TX	11	—	—	—
6/06	3:58P	936–203–5819	Peak	PlanAllow	Spring TX	Incoming CL	1	—	—	—

Order #: 6223 Copy #: 13 Control #:20000725-00006201

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/06	5:26P	936–203–5819	Peak	PlanAllow	The Woodla TX	Incoming CL	1	---	---	---
6/07	12:03P	956–739–3385	Off–Peak	N&W	Spring TX	McAllen TX	2	---	---	---
6/07	12:05P	956–739–3385	Off–Peak	N&W	Conroe TX	McAllen TX	4	---	---	---
6/07	12:13P	956–821–1949	Off–Peak	N&W	Spring TX	McAllen TX	2	---	---	---
6/08	10:18A	956–739–3385	Off–Peak	N&W	Conroe TX	Incoming CL	5	---	---	---
6/08	10:25A	956–821–1949	Off–Peak	N&W	Conroe TX	Incoming CL	1	---	---	---
6/09	4:02P	956–492–8346	Peak	PlanAllow	Falfurrias TX	Incoming CL	1	---	---	---
6/09	7:49P	956–787–1958	Peak	PlanAllow	San Juan TX	Pharr TX	2	---	---	---
6/10	8:34A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/10	8:36A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/10	8:36A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	4	---	---	---
6/10	8:52A	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/10	9:30A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	6	---	---	---
6/10	9:49A	956–607–1765	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/10	10:16A	956–522–8042	Peak	M2MAllow	Pharr TX	McAllen TX	2	---	---	---
6/10	10:28A	956–787–1891	Peak	PlanAllow	Donna TX	Incoming CL	1	---	---	---
6/10	10:32A	956–566–1974	Peak	PlanAllow	Donna TX	Incoming CL	3	---	---	---
6/10	10:35A	956–246–8969	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/10	10:45A	956–655–9797	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
6/10	10:46A	956–605–3862	Peak	PlanAllow	Pharr TX	Edinburg TX	1	---	---	---
6/10	11:13A	956–566–1974	Peak	PlanAllow	Donna TX	McAllen TX	4	---	---	---
6/10	11:59A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/10	3:51P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/10	4:20P	956–638–2152	Peak	PlanAllow	Pharr TX	McAllen TX	4	---	---	---
6/10	4:24P	956–655–9797	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
6/10	4:27P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
6/10	4:30P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/10	5:06P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
6/10	5:15P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/11	7:57A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
6/11	8:01A	956–458–3492	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/11	8:10A	956–433–8018	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/11	8:34A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	13	---	---	---
6/11	8:48A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
6/11	9:26A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/11	9:30A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/11	9:45A	956–457–1338	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/11	10:24A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/11	10:28A	956–246–8969	Peak	PlanAllow	Pharr TX	Weslaco TX	1	---	---	---
6/11	10:55A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	9	---	---	---
6/11	11:32A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/11	11:46A	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/11	1:45P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	17	---	---	---
6/11	2:05P	956–624–1783	Peak	M2MAllow	Pharr TX	McAllen TX	6	---	---	---
6/11	2:11P	956–309–2795	Peak	PlanAllow	Pharr TX	McAllen TX	4	---	---	---

Order #: 6223 Copy #: 13 Control #:20000725-00006201

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/11	2:16P	956–460–9596	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
6/11	2:30P	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	6	--	--	--
6/11	2:41P	956–475–1375	Peak	PlanAllow	Donna TX	Incoming CL	2	--	--	--
6/11	3:11P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/11	5:21P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
6/11	7:03P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	6	--	--	--
6/11	7:21P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	8	--	--	--
6/12	7:45A	956–310–4623	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/12	8:15A	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	5	--	--	--
6/12	8:23A	956–789–3861	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
6/12	8:24A	956–789–3861	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
6/12	8:25A	956–605–3862	Peak	PlanAllow	Pharr TX	Edinburg TX	4	--	--	--
6/12	8:29A	956–789–3861	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
6/12	8:30A	956–789–3861	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
6/12	8:43A	956–789–3861	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
6/12	8:53A	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
6/12	8:57A	956–789–0289	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
6/12	9:01A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
6/12	9:08A	956–789–0289	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
6/12	9:15A	956–685–7072	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/12	9:43A	956–246–8969	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
6/12	9:51A	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/12	9:52A	956–655–6981	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
6/12	9:55A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/12	9:55A	956–655–6981	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
6/12	10:10A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
6/12	10:46A	956–685–7072	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/12	1:24P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
6/12	2:38P	956–655–6981	Peak	PlanAllow	Donna TX	Incoming CL	1	--	--	--
6/12	2:45P	956–787–1891	Peak	PlanAllow	Alamo TX	Incoming CL	2	--	--	--
6/12	2:51P	956–250–1476	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--
6/12	2:52P	956–250–1476	Peak	PlanAllow	Alamo TX	Incoming CL	2	--	--	--
6/12	4:45P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	15	--	--	--
6/12	5:06P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
6/12	7:17P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	11	--	--	--
6/12	7:50P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	2	--	--	--
6/12	7:57P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	3	--	--	--
6/12	11:34P	956–342–6917	Off–Peak	N&W	Pharr TX	Incoming CL	1	--	--	--
6/13	10:51A	956–605–3862	Peak	PlanAllow	Pharr TX	Edinburg TX	3	--	--	--
6/13	11:06A	956–821–1949	Peak	PlanAllow	Donna TX	McAllen TX	1	--	--	--
6/13	11:36A	956–227–2154	Peak	PlanAllow	Donna TX	McAllen TX	1	--	--	--
6/13	11:45A	956–292–5651	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--
6/13	11:46A	956–292–5651	Peak	PlanAllow	Alamo TX	Edinburg TX	1	--	--	--
6/13	12:02P	956–787–1958	Peak	PlanAllow	Alamo TX	Pharr TX	1	--	--	--
6/13	12:03P	956–227–2154	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--

Order #: 6223 Copy #: 13 Control #:20000725-00006200

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/13	1:38P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
6/13	2:14P	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/13	2:26P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/13	2:35P	956–279–5579	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
6/13	2:39P	956–533–8962	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/13	2:53P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/13	3:17P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/13	4:41P	956–279–5579	Peak	PlanAllow	Pharr TX	Edinburg TX	6	—	—	—
6/13	8:56P	956–492–8346	Peak	PlanAllow	San Juan TX	Harlingen TX	1	—	—	—
6/13	8:57P	956–492–8346	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
6/14	10:59A	936–203–5819	Off–Peak	N&W	San Juan TX	Conroe TX	16	—	—	—
6/14	2:35P	956–492–8346	Off–Peak	N&W	San Juan TX	Harlingen TX	1	—	—	—
6/14	4:14P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
6/14	4:27P	956–429–2882	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
6/14	4:34P	956–279–6485	Off–Peak	N&W	San Juan TX	Incoming CL	4	—	—	—
6/15	9:31A	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	7	—	—	—
6/15	9:38A	956–787–1958	Off–Peak	N&W	San Juan TX	Pharr TX	2	—	—	—
6/15	11:21A	956–787–1958	Off–Peak	N&W	San Juan TX	Pharr TX	2	—	—	—
6/15	11:44A	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	23	—	—	—
6/15	1:23P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
6/16	7:57A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/16	8:21A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/16	9:04A	956–784–0974	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
6/16	9:22A	956–460–6717	Peak	PlanAllow	Pharr TX	Pharr TX	5	—	—	—
6/16	9:37A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/16	10:19A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	7	—	—	—
6/16	10:29A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/16	10:42A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/16	11:02A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/16	11:04A	956–655–6981	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/16	11:39A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/16	12:00P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/16	12:56P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/16	12:59P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/16	1:38P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/16	1:39P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	8	—	—	—
6/16	1:58P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/16	3:25P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/16	4:11P	956–588–1210	Peak	M2MAllow	Pharr TX	Pharr TX	2	—	—	—
6/16	5:01P	956–624–7977	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/16	5:03P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/16	5:14P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
6/16	5:28P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/16	7:43P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	10	—	—	—
6/17	7:59A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 6223 Copy #: 13 Control #:20000725-00006200

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/17	8:38A	956–648–7812	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/17	8:51A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/17	8:58A	956–821–2103	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
6/17	9:05A	956–681–9521	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/17	9:11A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	3	—	—	—
6/17	9:14A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/17	9:45A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/17	9:51A	956–624–7977	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
6/17	10:31A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
6/17	10:52A	956–279–5579	Peak	PlanAllow	Donna TX	Incoming CL	2	—	—	—
6/17	11:10A	956–475–1375	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
6/17	11:22A	956–246–8969	Peak	PlanAllow	Pharr TX	Weslaco TX	1	—	—	—
6/17	*4:09P*	*956–787–1891*	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
6/18	8:51A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/18	11:12A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
6/18	11:23A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/18	11:44A	956–566–1974	Peak	PlanAllow	Donna TX	Incoming CL	2	—	—	—
6/18	11:48A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/18	1:22P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/18	1:31P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/18	2:08P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
6/18	2:21P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/18	2:25P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/18	3:09P	956–533–4601	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
6/18	3:24P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/18	4:21P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/18	4:23P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
6/18	5:13P	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/18	6:32P	956–383–8114	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/18	7:14P	956–292–5651	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
6/18	7:16P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
6/18	7:37P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/18	7:43P	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/18	7:58P	956–787–4757	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/18	8:02P	956–467–2710	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/18	9:59P	956–342–6917	Off–Peak	N&W	San Juan TX	Incoming CL	4	—	—	—
6/19	7:33A	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
6/19	9:19A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
6/19	9:33A	956–322–2546	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/19	9:49A	956–784–1956	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/19	10:01A	956–975–8044	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
6/19	10:19A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/19	10:34A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/19	10:51A	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
6/19	10:58A	956–221–4466	Peak	M2MAllow	Alamo TX	Incoming CL	5	—	—	—

Order #: 6223 Copy #: 13 Control #:20000725-00006199

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/19	11:18A	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
6/19	11:21A	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
6/19	11:51A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	10	---	---	---
6/19	4:27P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/19	6:37P	580–310–6928	Peak	PlanAllow	Pharr TX	Incoming CL	6	---	---	---
6/19	6:55P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/19	7:35P	956–227–9239	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/19	7:36P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	7	---	---	---
6/20	2:04P	936–203–5819	Peak	PlanAllow	Pharr TX	Incoming CL	28	---	---	---
6/20	2:33P	956–227–2154	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
6/20	2:46P	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	4	---	---	---
6/20	7:18P	000–000–0086	Peak	PlanAllow,CallVM	San Juan TX	Voice Mail CL	6	---	---	---
6/21	10:21A	000–000–0086	Off–Peak	N&W,CallVM	McAllen TX	Voice Mail CL	4	---	---	---
6/21	11:29A	956–821–1949	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
6/21	11:30A	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	9	---	---	---
6/21	11:48A	956–227–2154	Off–Peak	N&W	San Juan TX	McAllen TX	1	---	---	---
6/21	11:49A	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	6	---	---	---
6/21	1:22P	956–342–3857	Off–Peak	N&W	San Juan TX	McAllen TX	1	---	---	---
6/21	2:09P	956–739–6591	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
6/21	4:28P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	---	---	---
6/21	5:01P	956–467–2710	Off–Peak	N&W	San Juan TX	Incoming CL	2	---	---	---
6/21	7:50P	956–322–2546	Off–Peak	N&W	San Juan TX	McAllen TX	2	---	---	---
6/21	7:56P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	---	---	---
6/21	9:29P	956–227–2154	Off–Peak	N&W	Pharr TX	McAllen TX	1	---	---	---
6/22	8:29A	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	6	---	---	---
6/22	12:17P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	---	---	---
6/22	12:47P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	1	---	---	---
6/22	12:58P	936–203–5819	Off–Peak	N&W	Pharr TX	Incoming CL	8	---	---	---
6/22	7:16P	956–787–7254	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
6/23	7:55A	956–884–0295	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/23	8:09A	956–789–0289	Peak	PlanAllow	Pharr TX	Incoming CL	5	---	---	---
6/23	9:00A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/23	10:05A	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	2	---	---	---
6/23	10:27A	956–783–1316	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/23	11:51A	956–279–5579	Peak	PlanAllow	Pharr TX	Incoming CL	6	---	---	---
6/23	2:48P	956–655–6981	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/23	2:49P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	5	---	---	---
6/23	2:55P	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/23	2:56P	956–313–9779	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/23	2:58P	956–460–3427	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
6/23	3:02P	956–460–3427	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/23	4:09P	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	4	---	---	---
6/23	7:51P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/23	7:55P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---

Order #: 6223 Copy #: 13 Control #:20000725-00006199

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Order #: 6223 Copy #: 13 Control #:20000725-00006198

verizonwireless

Invoice Number	Account Number	Date Due	Page
9725833626	822603189–00005	Past Due	4 of 15

INVOICE RECEIVED BY: May ON 6/3/14
GOODS/SERVICES RECEIVED BY: Enlazame ON 5/24 - 6/23/14

Summary for Abel Sanchez: 956–310–1517

Your Plan

America's Choice SharePlan 600
$55.12 monthly charge
600 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Beginning on 02/17/14:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

200 Text PIX FLIX Messages
200 monthly message allowance
$.10 per message sent after allowance
$.02 per message Rcv'd after allowance

Monthly Charges

America's Choice SharePlan 600	05/24 – 06/23	55.12
23% Access Discount	05/24 – 06/23	–12.68
		$42.44

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	600 (shared)	7	--	--
Total Voice					$.00
Messaging					
Text, Picture & Video	*messages*	200	1	--	--
Total Messaging					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.69
	$1.69
Total Current Charges for 956–310–1517	**$44.13**

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

PO # _____
__-1200-431-00-122-005-0-_____
Req # _____

Detail for Abel Sanchez: 956–310–1517

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/13	10:58A	Data Airtime	Peak	PlanAllow,Data	Pharr TX	Data CL	1	--	--	--
5/13	2:23P	682–334–5643	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/14	8:25A	956–632–2712	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/14	2:51P	682–334–5643	Peak	PlanAllow	Donna TX	Incoming CL	1	--	--	--
5/20	9:40A	956–178–2159	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/22	2:11P	956–292–7000	Peak	PlanAllow	Pharr TX	Edinburg TX	1	--	--	--
5/22	2:21P	956–854–2535	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--

Control #:200007751-00006494
Order #: 6123 Copy #: 13

Summary for Ricardo Cuellar: 956–369–0823

INVOICE RECEIVED BY: May ON 6/3/14
GOODS/SERVICES RECEIVED BY: Evila Zamo ON 5/24-6/23/14

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

Pay As You Use Megabyte Data
$1.99 per megabyte

Beginning on 12/06/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	05/24 – 06/23	80.00
23% Access Discount	05/24 – 06/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	994	--	--
Mobile to Mobile	*minutes*	unlimited	48	--	--
Night/Weekend	*minutes*	unlimited	119	--	--
Total Voice					$.00
Messaging					
Text – Sent	*messages*	--	4	4	.40
Text – Rcv'd	*messages*	--	23	23	.46
Total Messaging					$.86
Total Usage and Purchase Charges					**$.86**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.45
	$2.45
Total Current Charges for 956–369–0823	**$64.91**

PO # -1200-431-00-122-005-0-
Req #

Detail for Ricardo Cuellar: 956–369–0823

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/24	9:15A	956–566–1974	Peak	PlanAllow	Refugio TX	McAllen TX	3	--	--	--
4/24	9:19A	956–533–4601	Peak	PlanAllow	Refugio TX	McAllen TX	9	--	--	--
4/24	5:05P	956–533–4601	Peak	PlanAllow	Spring TX	McAllen TX	11	--	--	--
4/25	10:15A	956–227–2154	Peak	PlanAllow	Spring TX	McAllen TX	3	--	--	--
4/25	10:33A	956–533–4601	Peak	PlanAllow	Spring TX	McAllen TX	1	--	--	--
4/25	10:18P	956–821–1949	Off–Peak	N&W	Conroe TX	McAllen TX	1	--	--	--
4/26	10:45A	956–739–3385	Off–Peak	N&W	Spring TX	Incoming CL	3	--	--	--
4/27	4:15P	281–813–7221	Off–Peak	N&W	Spring TX	Houston TX	2	--	--	--
4/28	7:37P	000–000–0086	Peak	PlanAllow,CallVM	San Juan TX	Voice Mail CL	5	--	--	--
4/28	8:03P	000–000–0086	Peak	PlanAllow,CallVM	San Juan TX	Voice Mail CL	2	--	--	--
4/29	8:19A	956–433–8018	Peak	PlanAllow	Pharr TX	Portisabel TX	2	--	--	--
4/29	10:37A	956–784–1956	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
4/29	11:27A	956–739–3385	Peak	PlanAllow	Alamo TX	McAllen TX	3	--	--	--
4/29	11:30A	956–533–4601	Peak	PlanAllow	Alamo TX	McAllen TX	3	--	--	--
4/29	2:54P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	9	--	--	--

Order #: 6123 Copy #: 13 Control #:20000751-00006493

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/29	4:03P	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
4/29	4:34P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
4/29	4:44P	956–309–3677	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
4/29	4:52P	000–000–0086	Peak	PlanAllow,CallVM	Pharr TX	Voice Mail CL	1	---	---	---
4/29	8:06P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
4/29	8:12P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	2	---	---	---
4/30	7:57A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
4/30	8:12A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
4/30	9:45A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
4/30	10:38A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
4/30	10:45A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
4/30	10:54A	956–495–7000	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
4/30	11:04A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
4/30	11:36A	956–821–1949	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
4/30	11:38A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	9	---	---	---
4/30	11:58A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
4/30	11:59A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
4/30	12:00P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
4/30	12:08P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
4/30	1:03P	956–821–2103	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
4/30	1:34P	956–223–7806	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
4/30	1:47P	956–467–9775	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
4/30	2:06P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
4/30	2:25P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
4/30	2:44P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
4/30	4:13P	956–562–8395	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/01	7:59A	956–904–8827	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/01	8:57A	956–960–7338	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/01	9:20A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/01	9:49A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/01	10:05A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/01	11:42A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/01	11:43A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
5/01	1:24P	956–475–1375	Peak	PlanAllow	Alamo TX	Incoming CL	3	---	---	---
5/01	1:39P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/01	3:26P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
5/01	3:27P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/01	3:36P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	9	---	---	---
5/01	4:21P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
5/01	4:31P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
5/01	4:46P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
5/01	4:50P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
5/01	5:02P	956–687–1423	Peak	PlanAllow	Pharr TX	Incoming CL	8	---	---	---
5/02	8:45A	956–331–5974	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
5/02	9:07A	956–605–4760	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---

Order #: 6123 Copy #: 13 Control #:20000751-00006493

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	9:23A	956–227–2154	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
5/02	9:23A	956–292–5651	Peak	PlanAllow,CallWait	Alamo TX	Incoming CL	2	—	—	—
5/02	9:47A	956–460–3709	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
5/02	10:10A	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	7	—	—	—
5/02	10:41A	956–467–9775	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/02	10:56A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
5/02	11:14A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/02	11:26A	956–854–0820	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
5/02	11:55A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/02	12:06P	956–783–7676	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/02	12:09P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/02	1:20P	956–205–9324	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/02	1:57P	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/02	1:59P	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/02	2:00P	956–475–1375	Peak	PlanAllow	San Juan TX	Pharr TX	3	—	—	—
5/02	2:08P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
5/02	2:15P	956–221–4466	Peak	M2MAllow	San Juan TX	Incoming CL	3	—	—	—
5/02	2:36P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	34	—	—	—
5/02	3:47P	956–342–1218	Peak	M2MAllow	Alamo TX	Incoming CL	1	—	—	—
5/02	3:50P	956–475–1375	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
5/02	3:55P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/02	4:00P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/02	4:33P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/02	7:42P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	24	—	—	—
5/02	8:07P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	7	—	—	—
5/03	9:59A	956–460–1441	Off–Peak	N&W	Pharr TX	Pharr TX	20	—	—	—
5/03	10:19A	956–429–2882	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
5/03	12:27P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
5/03	2:13P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	7	—	—	—
5/03	3:06P	956–342–3857	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
5/03	3:07P	956–566–1974	Off–Peak	N&W	San Juan TX	McAllen TX	3	—	—	—
5/03	3:10P	956–460–6364	Off–Peak	N&W	San Juan TX	Pharr TX	2	—	—	—
5/03	3:43P	956–569–4186	Off–Peak	N&W	San Juan TX	McAllen TX	3	—	—	—
5/03	4:11P	956–569–4186	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
5/03	4:13P	956–533–4601	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
5/03	4:16P	956–884–9192	Off–Peak	N&W	San Juan TX	Pharr TX	1	—	—	—
5/03	4:36P	956–252–6727	Off–Peak	N&W	San Juan TX	Edinburg TX	1	—	—	—
5/03	4:38P	956–252–6727	Off–Peak	N&W	San Juan TX	Edinburg TX	2	—	—	—
5/03	4:41P	956–884–9192	Off–Peak	N&W	San Juan TX	Pharr TX	1	—	—	—
5/03	4:50P	956–655–6981	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
5/03	5:44P	956–884–9192	Off–Peak	N&W	San Juan TX	Pharr TX	1	—	—	—
5/03	5:47P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
5/03	5:56P	956–322–2546	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
5/03	6:03P	956–569–4186	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
5/03	6:05P	956–239–3314	Off–Peak	N&W	San Juan TX	Edinburg TX	1	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/03	6:06P	956–342–3857	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
5/04	1:26P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
5/05	8:33A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/05	8:35A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/05	8:37A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/05	8:46A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/05	8:53A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
5/05	9:03A	956–292–5651	Peak	PlanAllow	Donna TX	Incoming CL	1	—	—	—
5/05	9:13A	956–821–1949	Peak	PlanAllow	Donna TX	Incoming CL	2	—	—	—
5/05	9:26A	956–292–5651	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
5/05	9:29A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/05	9:35A	956–404–6355	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/05	9:45A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/05	9:58A	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
5/05	10:15A	956–438–4446	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
5/05	10:33A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/05	11:32A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/05	11:47A	956–533–8962	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/05	12:20P	956–289–2450	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/05	12:30P	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/05	12:48P	956–685–7646	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/05	3:16P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/05	3:40P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/05	8:26P	956–639–7035	Peak	PlanAllow	San Juan TX	Brownsvl TX	1	—	—	—
5/05	8:27P	956–639–7035	Peak	PlanAllow	San Juan TX	Incoming CL	5	—	—	—
5/06	9:36A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
5/06	10:14A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/06	10:45A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/06	11:07A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/06	11:24A	956–605–3171	Peak	PlanAllow	San Juan TX	Edinburg TX	2	—	—	—
5/06	11:42A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
5/06	12:09P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/06	3:04P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/06	3:05P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	5	—	—	—
5/06	3:19P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/06	5:11P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/07	8:59A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/07	9:02A	956–239–8094	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/07	9:04A	956–239–8094	Peak	PlanAllow	Pharr TX	Edinburg TX	3	—	—	—
5/07	9:29A	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/07	9:34A	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/07	11:16A	956–821–1949	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
5/07	11:17A	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	3	—	—	—
5/07	3:51P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/07	3:53P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/07	4:01P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/07	4:05P	956–239–8094	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
5/07	4:09P	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
5/07	4:50P	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/07	7:08P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	20	—	—	—
5/07	7:34P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	2	—	—	—
5/08	8:36A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/08	8:52A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/08	8:53A	956–451–9484	Peak	PlanAllow	Pharr TX	McAllen TX	8	—	—	—
5/08	9:02A	956–533–5666	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
5/08	9:15A	817–239–4304	Peak	PlanAllow	Pharr TX	Arlington TX	2	—	—	—
5/08	9:34A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
5/08	11:32A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
5/08	12:01P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/08	12:12P	956–776–5450	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
5/08	1:16P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/08	2:01P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/08	2:12P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	26	—	—	—
5/08	2:59P	956–331–5974	Peak	PlanAllow	Donna TX	Incoming CL	1	—	—	—
5/08	3:00P	956–533–4601	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
5/08	3:29P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/08	3:30P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
5/08	6:46P	956–467–2710	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/08	6:47P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/08	6:51P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	15	—	—	—
5/08	8:03P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	4	—	—	—
5/09	7:28A	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	2	—	—	—
5/09	8:35A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	8:36A	956–292–5651	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
5/09	8:53A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	9:21A	956–784–9222	Peak	M2MAllow	Pharr TX	Pharr TX	2	—	—	—
5/09	10:35A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
5/09	10:44A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/09	11:00A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/09	11:01A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	11:18A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/09	11:23A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/09	11:33A	956–605–3171	Peak	PlanAllow	McAllen TX	Incoming CL	2	—	—	—
5/09	11:36A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	11:43A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	11:49A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	11:52A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	11:54A	956–655–6981	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
5/09	11:56A	956–784–1956	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	11:57A	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/09	1:20P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/09	1:30P	956–784–9222	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
5/09	2:22P	956–566–1974	Peak	PlanAllow	Donna TX	McAllen TX	3	---	---	---
5/09	3:54P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/10	10:19A	956–605–3171	Off–Peak	N&W	Pharr TX	Edinburg TX	1	---	---	---
5/10	10:54A	936–203–5819	Off–Peak	N&W	San Juan TX	Conroe TX	7	---	---	---
5/10	11:01A	956–588–9585	Off–Peak	N&W	San Juan TX	Pharr TX	1	---	---	---
5/10	11:41A	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
5/10	11:42A	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
5/10	11:43A	956–605–5802	Off–Peak	N&W	San Juan TX	Edinburg TX	1	---	---	---
5/10	11:44A	956–605–5802	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
5/10	11:45A	956–588–8595	Off–Peak	N&W	San Juan TX	Pharr TX	2	---	---	---
5/10	11:47A	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	1	---	---	---
5/10	11:48A	936–203–5819	Off–Peak	N&W	San Juan TX	Conroe TX	2	---	---	---
5/10	1:17P	956–588–8595	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
5/10	1:39P	956–588–8595	Off–Peak	N&W	Pharr TX	Pharr TX	1	---	---	---
5/10	1:44P	956–588–8595	Off–Peak	N&W	Pharr TX	Pharr TX	1	---	---	---
5/10	1:45P	956–588–8595	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
5/10	1:48P	956–588–8595	Off–Peak	N&W	Pharr TX	Incoming CL	2	---	---	---
5/10	7:41P	956–460–3709	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
5/11	4:08P	956–739–3385	Off–Peak	N&W	McAllen TX	McAllen TX	1	---	---	---
5/12	10:27A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
5/12	10:41A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/12	11:36A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	6	---	---	---
5/12	1:20P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	5	---	---	---
5/12	2:31P	956–491–1209	Peak	PlanAllow	Alamo TX	Incoming CL	3	---	---	---
5/12	3:24P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/12	4:23P	956–638–2152	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
5/12	4:49P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
5/12	6:14P	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	1	---	---	---
5/12	7:29P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	1	---	---	---
5/13	8:08A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/13	8:17A	956–607–5797	Peak	PlanAllow	Pharr TX	Edinburg TX	2	---	---	---
5/13	8:27A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/13	8:34A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/13	9:00A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/13	9:19A	956–784–1956	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/13	9:42A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/13	10:11A	956–685–7072	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
5/13	10:16A	956–331–5974	Peak	PlanAllow	Donna TX	Incoming CL	1	---	---	---
5/13	10:47A	956–624–8441	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
5/13	11:15A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/13	11:51A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/13	11:59A	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/13	12:23P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---

Order #: 6123 Copy #: 13 Control #:20000751-00006491

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/13	1:29P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	23	---	---	---
5/13	1:52P	956–605–3171	Peak	PlanAllow	San Juan TX	Edinburg TX	3	---	---	---
5/13	1:55P	956–821–2103	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
5/13	2:25P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
5/13	2:48P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
5/13	3:02P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/13	3:34P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
5/13	3:37P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
5/13	3:51P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/13	4:18P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/13	6:48P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	7	---	---	---
5/14	7:57A	956–404–6355	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/14	8:26A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/14	8:31A	956–605–3862	Peak	PlanAllow	Pharr TX	Edinburg TX	3	---	---	---
5/14	8:45A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	3	---	---	---
5/14	8:47A	956–249–9713	Peak	M2MAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
5/14	8:47A	956–249–9713	Peak	M2MAllow	Pharr TX	Incoming CL	4	---	---	---
5/14	9:00A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/14	9:01A	956–533–8962	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
5/14	9:02A	956–331–5974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
5/14	9:02A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
5/14	9:21A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
5/14	9:32A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/14	9:34A	956–492–8346	Peak	PlanAllow	San Juan TX	Harlingen TX	2	---	---	---
5/14	9:35A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
5/14	9:40A	956–460–3709	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/14	9:52A	956–655–6981	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
5/14	10:01A	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/14	10:29A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/14	10:33A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
5/14	11:19A	956–313–9779	Peak	PlanAllow	Donna TX	Incoming CL	2	---	---	---
5/14	12:16P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/14	2:26P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	38	---	---	---
5/14	3:28P	956–331–5974	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
5/14	3:32P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/14	4:04P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
5/14	4:51P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/14	7:01P	956–605–3171	Peak	PlanAllow	San Juan TX	Edinburg TX	1	---	---	---
5/14	7:29P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	2	---	---	---
5/14	7:30P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
5/14	7:36P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
5/15	10:04A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
5/15	11:41A	956–655–6981	Peak	PlanAllow	Donna TX	McAllen TX	2	---	---	---
5/15	11:59A	956–821–1949	Peak	PlanAllow	Donna TX	McAllen TX	1	---	---	---
5/15	1:02P	956–331–5974	Peak	PlanAllow	Alamo TX	Incoming CL	2	---	---	---

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/15	2:28P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/15	3:38P	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/15	4:02P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
5/15	7:50P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	2	—	—	—
5/15	10:35P	956–342–6917	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
5/16	7:54A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
5/16	8:40A	956–522–8042	Peak	M2MAllow	Pharr TX	McAllen TX	4	—	—	—
5/16	8:46A	956–460–3709	Peak	PlanAllow	Pharr TX	Pharr TX	6	—	—	—
5/16	8:55A	956–460–3709	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/16	9:10A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/16	9:11A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/16	9:14A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/16	9:18A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/16	9:19A	956–429–1653	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
5/16	9:20A	956–655–6981	Peak	PlanAllow	San Juan TX	McAllen TX	2	—	—	—
5/16	9:23A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/16	9:24A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/16	9:34A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/16	10:41A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/16	10:54A	956–533–4601	Peak	PlanAllow	Alamo TX	McAllen TX	1	—	—	—
5/16	1:21P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/16	2:58P	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/16	4:03P	956–563–3251	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/17	11:58A	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	6	—	—	—
5/17	4:03P	956–279–6485	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
5/17	6:02P	956–821–1949	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
5/17	8:13P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
5/17	8:29P	956–821–1949	Off–Peak	N&W	Alamo TX	McAllen TX	1	—	—	—
5/18	2:00P	956–279–0274	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
5/18	3:36P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	13	—	—	—
5/19	8:28A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/19	8:38A	956–227–9239	Peak	PlanAllow	Pharr TX	McAllen TX	5	—	—	—
5/19	8:43A	956–207–2556	Peak	PlanAllow	Pharr TX	Edinburg TX	3	—	—	—
5/19	8:45A	956–207–2556	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/19	9:47A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/19	9:47A	956–787–1891	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
5/19	10:10A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/19	11:04A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
5/19	11:47A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
5/19	11:57A	956–227–2154	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
5/19	1:48P	956–535–3056	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
5/19	2:13P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/19	2:32P	956–655–6981	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
5/19	2:35P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
5/19	2:57P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	26	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/19	6:49P	956–279–0274	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
5/19	7:26P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	2	—	—	—
5/19	7:43P	936–203–5819	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
5/20	7:38A	956–784–9222	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/20	7:43A	956–404–6355	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/20	8:18A	956–457–2560	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
5/20	8:58A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
5/20	9:02A	956–533–4601	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
5/20	9:15A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/20	9:23A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/20	9:34A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/20	10:35A	956–784–4925	Peak	M2MAllow	Pharr TX	Incoming CL	10	—	—	—
5/20	1:10P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
5/20	1:49P	956–787–1891	Peak	PlanAllow	San Juan TX	Pharr TX	1	—	—	—
5/20	2:34P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	7	—	—	—
5/20	3:04P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	5	—	—	—
5/20	3:20P	956–457–3880	Peak	PlanAllow	Pharr TX	Edinburg TX	10	—	—	—
5/20	3:33P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	3	—	—	—
5/20	4:23P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	12	—	—	—
5/20	4:55P	956–322–2546	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/20	7:12P	956–533–4601	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
5/21	7:31A	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
5/21	8:39A	956–605–3862	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/21	8:43A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/21	10:20A	956–223–7205	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
5/21	10:33A	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	45	—	—	—
5/21	11:39A	956–655–9797	Peak	PlanAllow	Donna TX	Incoming CL	3	—	—	—
5/21	11:50A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/21	1:07P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/21	1:10P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/21	2:58P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/21	2:59P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/21	3:11P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
5/21	3:14P	956–429–1653	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
5/21	7:26P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	5	—	—	—
5/21	7:32P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	2	—	—	—
5/21	8:18P	936–203–5819	Peak	PlanAllow	San Juan TX	Incoming CL	11	—	—	—
5/22	8:48A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/22	8:55A	956–607–7640	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/22	9:25A	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/22	9:50A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/22	10:23A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/22	10:39A	956–787–1891	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
5/22	11:12A	956–322–2546	Peak	PlanAllow	Alamo TX	McAllen TX	2	—	—	—
5/22	11:15A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	9	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/22	1:17P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	10	--	--	--
5/22	1:39P	956–783–1316	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/22	1:39P	956–787–1891	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	3	--	--	--
5/22	1:57P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
5/22	2:56P	956–787–1891	Peak	PlanAllow	Donna TX	Incoming CL	10	--	--	--
5/22	4:02P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/22	7:35P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
5/22	7:37P	936–203–5819	Peak	PlanAllow	San Juan TX	Conroe TX	3	--	--	--
5/22	7:59P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
5/22	10:37P	956–342–6917	Off–Peak	N&W	San Juan TX	Incoming CL	2	--	--	--
5/23	8:40A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
5/23	9:40A	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	1	--	--	--
5/23	10:16A	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
5/23	10:28A	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
5/23	10:51A	936–203–5819	Peak	PlanAllow	Pharr TX	Incoming CL	10	--	--	--
5/23	11:37A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/23	1:00P	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
5/23	1:04P	956–404–6355	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/23	1:56P	956–227–2154	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
5/23	1:56P	956–533–8962	Peak	PlanAllow,CallWait	San Juan TX	Incoming CL	1	--	--	--
5/23	2:26P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/23	2:49P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
5/23	5:03P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--

Order #: 6123 Copy #: 13 Control #:20000751-00006489

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Important Information Regarding Your Account

Starting on May 1st, corporate AOL authorizations (changes in billing responsibility) will be processed online through MyBusiness or Verizon Enterprise Center. Simply choose the lines desired, select Change Billing Responsibility link, and enter the email address of the assuming party. Both parties will receive a confirmation email.

Order #: 6123 Copy #: 13 Control #:20000751-00006488

verizonwireless

Invoice Number	Account Number	Date Due	Page
9729254221	822603189–00029	Past Due	4 of 10

INVOICE RECEIVED BY: Mary ON 8/7/14

GOODS/SERVICES RECEIVED BY: Enlg Zamg ON 7/24-8/23/14

Summary for CO Wide Shop Office Use: 956–310–8379

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

Beginning on 11/24/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Monthly Charges

Nationwide Talk Share 1400	07/24 – 08/23	80.00
23% Access Discount	07/24 – 08/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	150	--	--
Mobile to Mobile	*minutes*	unlimited	57	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.41
	$2.41

Total Current Charges for 956–310–8379 **$64.01**

Have more questions about your charges?
Get details for usage charges at
vzw.com/mybusinessaccount.

PO # -1200-431-00-122-004-0-
Req #

Detail for CO Wide Shop Office Use: 956–310–8379

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/24	1:17P	956–578–1589	Peak	M2MAllow	Durango CO	McAllen TX	2	--	--	--
6/25	7:42A	956–968–3423	Peak	PlanAllow	Bayfield CO	Weslaco TX	5	--	--	--
6/27	3:19P	956–578–1589	Peak	M2MAllow	Las Vegas NV	McAllen TX	5	--	--	--
6/30	1:30P	956–460–7142	Peak	PlanAllow	Ruidoso NM	Pharr TX	1	--	--	--
7/02	8:22A	956–787–1891	Peak	PlanAllow	Alamo TX	Incoming CL	3	--	--	--
7/02	8:45A	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	6	--	--	--
7/02	9:06A	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	1	--	--	--
7/02	10:22A	956–565–3788	Peak	PlanAllow	Edinburg TX	Incoming CL	3	--	--	--
7/02	2:14P	956–739–8332	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
7/03	8:09A	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	9	--	--	--
7/03	8:44A	956–781–5996	Peak	PlanAllow	Alamo TX	Pharr TX	3	--	--	--
7/07	8:10A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	5	--	--	--
7/07	2:50P	956–565–3788	Peak	PlanAllow	San Juan TX	Mercedes TX	8	--	--	--
7/07	2:59P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
7/08	9:44A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	5	--	--	--
7/08	10:13A	956–560–7285	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--

Order #: 6323 Copy #: 13 Control #:20000718-00006128

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/08	10:17A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
7/08	2:23P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
7/08	2:24P	956–565–3788	Peak	PlanAllow	Alamo TX	Mercedes TX	2	—	—	—
7/08	2:26P	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	2	—	—	—
7/08	3:01P	956–781–5996	Peak	PlanAllow	Donna TX	Pharr TX	2	—	—	—
7/08	5:11P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
7/09	8:27A	956–781–5995	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
7/09	8:36A	956–460–7142	Peak	PlanAllow	Pharr TX	Pharr TX	5	—	—	—
7/09	9:20A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
7/09	10:33A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
7/09	11:52A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
7/09	11:59A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
7/09	2:59P	956–221–2715	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
7/09	4:22P	956–205–7000	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
7/09	6:51P	956–457–1338	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
7/10	10:52A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
7/11	10:20A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—
7/11	10:38A	956–787–0001	Peak	PlanAllow	Weslaco TX	Incoming CL	1	—	—	—
7/11	10:46A	956–787–0001	Peak	PlanAllow	Weslaco TX	Pharr TX	1	—	—	—
7/11	1:29P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
7/11	2:38P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
7/11	2:42P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
7/11	3:24P	956–578–1589	Peak	M2MAllow	Edinburg TX	Incoming CL	1	—	—	—
7/11	3:47P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
7/14	12:02P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
7/14	1:38P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
7/14	2:44P	956–565–0100	Peak	PlanAllow	Pharr TX	Mercedes TX	5	—	—	—
7/14	2:49P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
7/14	2:51P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—
7/14	2:55P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
7/14	3:02P	956–968–2161	Peak	PlanAllow	Pharr TX	Weslaco TX	4	—	—	—
7/14	3:37P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
7/14	3:38P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
7/14	4:01P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
7/15	8:42A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
7/15	8:44A	956–565–1687	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
7/15	2:17P	956–968–2161	Peak	PlanAllow	Pharr TX	Weslaco TX	14	—	—	—
7/15	3:03P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
7/15	3:06P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
7/15	3:57P	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
7/16	8:07A	956–381–5830	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
7/16	9:56A	956–472–3908	Peak	PlanAllow	Pharr TX	Weslaco TX	2	—	—	—
7/16	2:17P	956–565–0100	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
7/16	3:07P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—
7/17	8:15A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—

Order #: 6323 Copy #: 13 Control #:20000718-00006128

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/17	8:58A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
7/17	9:02A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
7/17	9:06A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	3	--	--	--
7/17	10:03A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
7/17	11:41A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
7/18	10:12A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	3	--	--	--
7/18	10:16A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
7/18	11:24A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
7/21	7:10A	956–560–7285	Peak	PlanAllow	Alamo TX	Incoming CL	2	--	--	--
7/21	7:12A	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	2	--	--	--
7/21	11:30A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
7/21	1:41P	956–782–5037	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/21	3:50P	956–968–2161	Peak	PlanAllow	Pharr TX	Weslaco TX	7	--	--	--
7/21	4:12P	956–787–4283	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
7/23	10:41A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
7/23	4:49P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	4	--	--	--

Order #: 6323 Copy #: 13 Control #:20000718-00006127

INVOICE RECEIVED BY: May ON 8/7/14
GOODS/SERVICES RECEIVED BY: Evilla Zamora ON 7/24-8/23/14

Summary for Pct 2 Shop: 956–578–1589

Your Plan

Nationwide Talk Share 1400
$9.99 monthly charge
$.40 per minute

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400 Add'l Line	07/24 – 08/23	9.99
		$9.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	68	--	--
Mobile to Mobile	*minutes*	unlimited	57	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	.39
	$.39

Total Current Charges for 956–578–1589 **$10.38**

PO # _-1200-431-00-122-004-0-_
Req #

Detail for Pct 2 Shop: 956–578–1589

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/24	8:12A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
6/24	10:23A	956–200–7423	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
6/24	2:17P	956–310–8379	Peak	M2MAllow	Mission TX	Incoming CL	2	--	--	--
6/24	4:05P	956–569–6885	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
6/27	9:37A	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	--	--	--
6/27	5:19P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	5	--	--	--
6/30	10:53A	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	--	--	--
7/01	8:52A	956–200–7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	--	--	--
7/01	9:17A	956–200–7423	Peak	PlanAllow	Weslaco TX	Harlingen TX	1	--	--	--
7/01	9:48A	956–862–0523	Peak	PlanAllow	Weslaco TX	Mission TX	1	--	--	--
7/01	9:56A	956–862–0523	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
7/01	10:08A	956–862–0523	Peak	PlanAllow	Donna TX	Incoming CL	3	--	--	--
7/01	10:42A	956–862–0523	Peak	PlanAllow	Edcouch TX	Mission TX	1	--	--	--
7/01	10:43A	956–862–0523	Peak	PlanAllow	Edcouch TX	Mission TX	1	--	--	--
7/01	1:10P	386–361–4000	Peak	PlanAllow	Edcouch TX	Incoming CL	1	--	--	--
7/01	3:08P	361–449–8000	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/02	8:45A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	6	--	--	--
7/02	9:06A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
7/02	9:22A	956–219–6270	Peak	PlanAllow	Pharr TX	Edinburg TX	1	--	--	--
7/02	12:15P	956–862–0523	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--

Order #: 6323 Copy #: 13 Control #:20000718-00006126

Detail for Pct 2 Shop: 956–578–1589

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/02	3:13P	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	2	—	—	—
7/03	6:57A	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	2	—	—	—
7/03	8:09A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	9	—	—	—
7/03	8:35A	956–862–0523	Peak	PlanAllow	Edinburg TX	Mission TX	1	—	—	—
7/03	8:56A	956–219–6270	Peak	PlanAllow	Faysville TX	Edinburg TX	1	—	—	—
7/03	8:59A	956–219–6270	Peak	PlanAllow	Faysville TX	Incoming CL	1	—	—	—
7/03	9:12A	956–212–0753	Peak	PlanAllow	Faysville TX	McAllen TX	1	—	—	—
7/03	9:17A	956–862–0523	Peak	PlanAllow	Faysville TX	Incoming CL	5	—	—	—
7/03	10:20A	956–862–0523	Peak	PlanAllow	Faysville TX	Incoming CL	3	—	—	—
7/03	10:28A	956–862–0523	Peak	PlanAllow	Edinburg TX	Mission TX	3	—	—	—
7/03	10:34A	956–862–0523	Peak	PlanAllow	Edinburg TX	Incoming CL	1	—	—	—
7/03	11:03A	956–862–0523	Peak	PlanAllow	Edinburg TX	Incoming CL	3	—	—	—
7/08	10:17A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
7/08	2:23P	956–310–8379	Peak	M2MAllow	Mercedes TX	McAllen TX	2	—	—	—
7/08	2:26P	956–310–8379	Peak	M2MAllow	Mercedes TX	Incoming CL	2	—	—	—
7/08	2:43P	956–862–0523	Peak	PlanAllow	Mercedes TX	Incoming CL	2	—	—	—
7/08	3:04P	956–862–0523	Peak	PlanAllow	Weslaco TX	Incoming CL	2	—	—	—
7/09	10:03A	956–862–0523	Peak	PlanAllow	Alamo TX	Mission TX	1	—	—	—
7/09	10:27A	956–862–0523	Peak	PlanAllow	Alamo TX	Mission TX	1	—	—	—
7/09	10:33A	956–310–8379	Peak	M2MAllow	Alamo TX	McAllen TX	2	—	—	—
7/09	11:52A	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	1	—	—	—
7/09	11:59A	956–310–8379	Peak	M2MAllow	Weslaco TX	Incoming CL	1	—	—	—
7/10	10:53A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
7/10	4:02P	956–862–0523	Peak	PlanAllow	Edinburg TX	Mission TX	1	—	—	—
7/11	1:29P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
7/11	2:38P	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	2	—	—	—
7/11	2:42P	956–310–8379	Peak	M2MAllow	Edinburg TX	Incoming CL	2	—	—	—
7/11	3:24P	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	1	—	—	—
7/11	3:47P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
7/14	9:08A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
7/14	1:38P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
7/14	2:25P	956–219–6270	Peak	PlanAllow	Donna TX	Edinburg TX	1	—	—	—
7/17	8:15A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
7/17	8:53A	956–219–6270	Peak	PlanAllow	Donna TX	Edinburg TX	1	—	—	—
7/17	8:57A	956–219–6270	Peak	PlanAllow	Donna TX	Edinburg TX	1	—	—	—
7/17	8:58A	956–310–8379	Peak	M2MAllow	Donna TX	McAllen TX	1	—	—	—
7/17	9:00A	956–219–6270	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
7/17	9:02A	956–310–8379	Peak	M2MAllow	Alamo TX	McAllen TX	1	—	—	—
7/17	9:06A	956–310–8379	Peak	M2MAllow	Alamo TX	McAllen TX	3	—	—	—
7/17	9:34A	956–219–6270	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	—	—	—
7/17	10:03A	956–310–8379	Peak	M2MAllow	Edinburg TX	Incoming CL	1	—	—	—
7/17	11:41A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
7/17	2:38P	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	—	—	—
7/17	4:16P	956–862–0523	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
7/18	10:12A	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	3	—	—	—

Order #: 6323 Copy #: 13 Control #:20000718-00006126

Detail for Pct 2 Shop: 956–578–1589

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/18	10:16A	956–310–8379	Peak	M2MAllow	Edinburg TX	Incoming CL	1	--	--	--
7/18	11:24A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
7/21	7:12A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	2	--	--	--

Order #: 6323 Copy #: 13 Control #:20000718-00006125

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On July 1, the FUSC decreased to 3.91 percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges decreased to 15.7 percent. For more details, please call 1–888–684–1888.

Order #: 6323 Copy #: 13 Control #:20000718-00006124

INVOICE RECEIVED BY: AG ON 7/3/14
GOODS/SERVICES RECEIVED BY: Enla Zamora ON 6/24–7/23/14

Summary for CO Wide Shop Office Use: 956–310–8379

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

Beginning on 11/24/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Monthly Charges

Nationwide Talk Share 1400	06/24 – 07/23	80.00
23% Access Discount	06/24 – 07/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	282	--	--
Mobile to Mobile	*minutes*	unlimited	118	--	--
Night/Weekend	*minutes*	unlimited	1	--	--
Total Voice					$.00

Total Usage and Purchase Charges ***$.00***

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.45
	$2.45

Total Current Charges for 956–310–8379 **$64.05**

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

PO # -1200-431-00-122-004-0-
Req #

Detail for CO Wide Shop Office Use: 956–310–8379

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/27	10:09A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	6	--	--	--
5/27	3:27P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
5/28	8:57A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
5/28	8:58A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	6	--	--	--
5/28	9:15A	956–787–0001	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--
5/28	10:27A	956–578–1589	Peak	M2MAllow	Edinburg TX	McAllen TX	3	--	--	--
5/28	12:26P	956–534–1675	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
5/28	12:27P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	6	--	--	--
5/28	2:17P	417–800–2824	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/28	2:44P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	5	--	--	--
5/28	3:19P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
5/29	8:16A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
5/29	9:29A	956–578–1589	Peak	M2MAllow	Donna TX	Incoming CL	2	--	--	--
5/29	9:47A	956–565–3788	Peak	PlanAllow	Donna TX	Mercedes TX	3	--	--	--
5/29	11:30A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
5/30	7:41A	956–578–1589	Peak	M2MAllow	San Juan TX	McAllen TX	1	--	--	--

Order #: 6223 Copy #: 13 Control #:20000700-00005973

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/30	8:45A	956–994–9660	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
5/30	9:17A	956–578–1589	Peak	M2MAllow	San Juan TX	Incoming CL	1	—	—	—
5/30	9:18A	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	6	—	—	—
5/30	2:37P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
5/31	10:32A	956–279–9389	Off–Peak	N&W	Alamo TX	Incoming CL	1	—	—	—
6/02	8:41A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
6/02	8:43A	956–560–7285	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/02	8:49A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/02	9:21A	956–685–1600	Peak	PlanAllow	San Juan TX	Incoming CL	4	—	—	—
6/02	11:32A	956–884–9192	Peak	PlanAllow	McAllen TX	Incoming CL	3	—	—	—
6/02	1:03P	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/02	1:33P	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	5	—	—	—
6/02	1:58P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/02	2:56P	956–578–1589	Peak	M2MAllow	LA Joya TX	Incoming CL	6	—	—	—
6/02	4:48P	956–578–1589	Peak	M2MAllow	Mission TX	McAllen TX	1	—	—	—
6/03	7:46A	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	7	—	—	—
6/03	8:06A	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	2	—	—	—
6/03	8:21A	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	4	—	—	—
6/03	8:26A	956–565–3788	Peak	PlanAllow	Alamo TX	Mercedes TX	3	—	—	—
6/03	9:21A	956–578–1589	Peak	M2MAllow	McAllen TX	McAllen TX	2	—	—	—
6/03	10:10A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	4	—	—	—
6/03	11:31A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
6/03	11:32A	956–578–1589	Peak	M2MAllow	McAllen TX	McAllen TX	2	—	—	—
6/03	1:08P	956–565–3788	Peak	PlanAllow	San Juan TX	Mercedes TX	1	—	—	—
6/03	2:28P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
6/03	2:48P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
6/03	2:51P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
6/03	3:05P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	5	—	—	—
6/03	3:38P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
6/03	3:40P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	4	—	—	—
6/03	4:25P	956–739–8332	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/03	4:55P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
6/03	5:02P	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/04	7:37A	956–578–1589	Peak	M2MAllow	Alamo TX	Incoming CL	2	—	—	—
6/04	9:22A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
6/04	9:29A	956–578–1589	Peak	M2MAllow	San Juan TX	Incoming CL	2	—	—	—
6/04	9:57A	956–585–1629	Peak	PlanAllow	Weslaco TX	Incoming CL	1	—	—	—
6/04	10:31A	956–578–1589	Peak	M2MAllow	Weslaco TX	Incoming CL	1	—	—	—
6/04	1:57P	956–787–0001	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—
6/04	2:01P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/04	2:02P	956–569–6885	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/04	2:07P	956–787–3207	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/04	2:52P	956–565–3788	Peak	PlanAllow	Donna TX	Mercedes TX	2	—	—	—
6/05	8:41A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	21	—	—	—
6/05	9:01A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—

Order #: 6223 Copy #: 13 Control #:20000700-00005973

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/05	9:36A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
6/05	12:55P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
6/05	1:28P	956–565–3788	Peak	PlanAllow	Donna TX	Mercedes TX	9	—	—	—
6/05	2:39P	956–578–1589	Peak	M2MAllow	Weslaco TX	Incoming CL	1	—	—	—
6/05	2:50P	956–578–1589	Peak	M2MAllow	Edcouch TX	McAllen TX	1	—	—	—
6/05	2:51P	956–884–9192	Peak	PlanAllow	Edcouch TX	Pharr TX	2	—	—	—
6/06	8:46A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	15	—	—	—
6/06	10:08A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/06	10:36A	956–330–9928	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
6/06	10:37A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
6/06	10:57A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	5	—	—	—
6/06	11:09A	956–578–1589	Peak	M2MAllow	San Juan TX	Incoming CL	1	—	—	—
6/06	11:16A	956–578–1589	Peak	M2MAllow	San Juan TX	Incoming CL	1	—	—	—
6/06	1:20P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
6/06	5:47P	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	2	—	—	—
6/09	10:09A	956–968–3423	Peak	PlanAllow	Alamo TX	Weslaco TX	2	—	—	—
6/10	7:43A	956–460–7142	Peak	PlanAllow	San Juan TX	Pharr TX	2	—	—	—
6/10	9:12A	956–720–8886	Peak	M2MAllow	Pharr TX	Edinburg TX	1	—	—	—
6/10	9:39A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
6/10	9:40A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
6/10	9:42A	956–720–8868	Peak	PlanAllow	Pharr TX	Edinburg TX	5	—	—	—
6/10	9:47A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	4	—	—	—
6/10	2:04P	956–472–4353	Peak	PlanAllow	Pharr TX	Weslaco TX	6	—	—	—
6/10	2:58P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/11	8:37A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	5	—	—	—
6/11	9:19A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
6/11	9:39A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
6/11	9:47A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
6/11	9:48A	956–472–4353	Peak	PlanAllow	Pharr TX	Weslaco TX	3	—	—	—
6/11	9:50A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
6/11	9:52A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
6/11	10:10A	956–330–9928	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/11	10:29A	956–330–9928	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/11	10:31A	956–330–9928	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
6/11	11:28A	956–578–1589	Peak	M2MAllow	San Juan TX	Incoming CL	6	—	—	—
6/11	1:23P	956–330–9928	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
6/11	1:45P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
6/11	3:07P	956–578–1589	Peak	M2MAllow	Edinburg TX	Incoming CL	3	—	—	—
6/11	5:00P	956–578–1589	Peak	M2MAllow	Edinburg TX	Incoming CL	2	—	—	—
6/11	5:02P	956–578–1589	Peak	M2MAllow	Edinburg TX	McAllen TX	1	—	—	—
6/11	5:04P	956–578–1589	Peak	M2MAllow	Edinburg TX	McAllen TX	1	—	—	—
6/12	8:40A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
6/12	8:41A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
6/12	8:43A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	11	—	—	—
6/12	9:03A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—

Order #: 6223 Copy #: 13 Control #:20000700-00005972

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/12	9:10A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
6/12	11:28A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	---	---	---
6/12	11:30A	956–534–1675	Peak	PlanAllow	Pharr TX	McAllen TX	5	---	---	---
6/12	2:22P	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	5	---	---	---
6/12	3:05P	956–205–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	1	---	---	---
6/12	3:09P	956–787–1891	Peak	PlanAllow	Weslaco TX	Incoming CL	1	---	---	---
6/12	4:12P	956–205–7000	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
6/13	8:54A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	4	---	---	---
6/13	10:56A	956–783–9699	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/13	12:50P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/13	1:21P	956–578–1589	Peak	M2MAllow	McAllen TX	Incoming CL	2	---	---	---
6/13	1:42P	956–578–1589	Peak	M2MAllow	Hidalgo TX	Incoming CL	2	---	---	---
6/13	1:50P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
6/13	3:25P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---
6/13	3:34P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
6/13	3:53P	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	2	---	---	---
6/13	4:25P	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	6	---	---	---
6/13	4:45P	956–968–2161	Peak	PlanAllow	Pharr TX	Weslaco TX	6	---	---	---
6/16	9:23A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
6/16	9:52A	956–381–5830	Peak	PlanAllow	Pharr TX	Edinburg TX	1	---	---	---
6/16	10:54A	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	3	---	---	---
6/16	1:10P	956–381–5830	Peak	PlanAllow	Pharr TX	Edinburg TX	1	---	---	---
6/16	1:24P	956–565–3788	Peak	PlanAllow	San Juan TX	Mercedes TX	1	---	---	---
6/17	9:49A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---
6/17	9:54A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	3	---	---	---
6/17	9:57A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	4	---	---	---
6/17	10:25A	956–534–1675	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
6/17	11:24A	978–219–2559	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/17	2:37P	956–565–3788	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
6/17	3:40P	956–565–3788	Peak	PlanAllow	Pharr TX	Incoming CL	5	---	---	---
6/17	4:14P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	---	---	---
6/17	4:30P	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	5	---	---	---
6/18	10:12A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	---	---	---
6/18	11:17A	956–578–1589	Peak	M2MAllow	San Juan TX	McAllen TX	3	---	---	---
6/18	11:53A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
6/19	9:03A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	4	---	---	---
6/19	1:53P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	---	---	---
6/19	2:29P	956–787–0001	Peak	PlanAllow	Pharr TX	Pharr TX	3	---	---	---
6/19	2:41P	956–781–5995	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
6/19	4:54P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
6/20	1:30P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	---	---	---
6/20	2:16P	956–279–5613	Peak	M2MAllow	Weslaco TX	Incoming CL	2	---	---	---
6/23	10:14A	956–330–9928	Peak	PlanAllow	Santa Fe NM	Edinburg TX	2	---	---	---
6/23	2:23P	956–787–1891	Peak	PlanAllow	Pagosa Spr CO	Incoming CL	1	---	---	---

Order #: 6223 Copy #: 13 Control #:20000700-00005972

Summary for Pct 2 Shop: 956–578–1589

INVOICE RECEIVED BY: Mary ON 7/3/14
GOODS/SERVICES RECEIVED BY: Zula Law ON 6/24-7/23/14

Your Plan

Nationwide Talk Share 1400
$9.99 monthly charge
$.40 per minute

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400 Add'l Line	06/24 – 07/23	9.99
		$9.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	54	--	--
Mobile to Mobile	*minutes*	unlimited	113	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	.40
	$.40

Total Current Charges for 956–578–1589 **$10.39**

PO # -1200-431-00-122-004-0-
Req #

Detail for Pct 2 Shop: 956–578–1589

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/27	1:40P	956–200–7423	Peak	PlanAllow	Pharr TX	Harlingen TX	1	--	--	--
5/27	1:43P	956–200–7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	--	--	--
5/27	1:45P	956–472–3747	Peak	PlanAllow	Pharr TX	Weslaco TX	2	--	--	--
5/27	3:27P	956–310–8379	Peak	M2MAllow	Edcouch TX	McAllen TX	1	--	--	--
5/28	8:57A	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	1	--	--	--
5/28	10:27A	956–310–8379	Peak	M2MAllow	Edinburg TX	Incoming CL	3	--	--	--
5/28	2:44P	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	5	--	--	--
5/28	2:49P	956–472–3747	Peak	PlanAllow	Donna TX	Weslaco TX	2	--	--	--
5/28	3:16P	956–472–3747	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	--	--	--
5/29	9:29A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
5/29	9:44A	956–862–0523	Peak	PlanAllow	San Juan TX	Mission TX	1	--	--	--
5/29	9:44A	956–862–0523	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
5/29	11:21A	956–472–3747	Peak	PlanAllow	Pharr TX	Weslaco TX	1	--	--	--
5/29	11:30A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
5/30	7:41A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
5/30	8:59A	956–862–0523	Peak	PlanAllow	San Juan TX	Mission TX	2	--	--	--
5/30	9:17A	956–310–8379	Peak	M2MAllow	Donna TX	McAllen TX	1	--	--	--
5/30	2:37P	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	3	--	--	--
5/30	3:37P	956–200–7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	--	--	--
6/02	1:58P	956–200–7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	--	--	--
6/02	2:37P	956–200–7423	Peak	PlanAllow	Weslaco TX	Harlingen TX	1	--	--	--
6/02	2:42P	956–200–7423	Peak	PlanAllow	Weslaco TX	Harlingen TX	2	--	--	--

Order #: 6223 Copy #: 13 Control #:20000700-00005971

Detail for Pct 2 Shop: 956–578–1589

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/02	2:45P	956–200–7423	Peak	PlanAllow	Weslaco TX	Incoming CL	1	---	---	---
6/02	2:56P	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	6	---	---	---
6/02	4:48P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	7:46A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	6	---	---	---
6/03	8:06A	956–310–8379	Peak	M2MAllow	San Juan TX	Incoming CL	2	---	---	---
6/03	8:17A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/03	8:18A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/03	8:21A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	4	---	---	---
6/03	9:21A	956–310–8379	Peak	M2MAllow	San Juan TX	Incoming CL	2	---	---	---
6/03	9:31A	956–400–9921	Peak	PlanAllow	Pharr TX	Mission TX	1	---	---	---
6/03	9:32A	956–400–9921	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	9:47A	956–400–9921	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	10:10A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	4	---	---	---
6/03	10:29A	956–223–7205	Peak	PlanAllow	Pharr TX	Pharr TX	3	---	---	---
6/03	11:31A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---
6/03	11:32A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
6/03	1:17P	956–200–7423	Peak	PlanAllow	Pharr TX	Harlingen TX	1	---	---	---
6/03	2:28P	956–310–8379	Peak	M2MAllow	San Juan TX	McAllen TX	1	---	---	---
6/03	2:48P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/03	2:51P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/03	3:38P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
6/04	7:37A	956–310–8379	Peak	M2MAllow	San Juan TX	McAllen TX	2	---	---	---
6/04	9:22A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
6/04	9:29A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	3	---	---	---
6/04	10:31A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/04	3:57P	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	2	---	---	---
6/05	2:39P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/06	11:09A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/06	11:12A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/06	11:15A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	---	---	---
6/06	1:06P	956–655–4821	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
6/06	1:20P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/06	1:21P	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	2	---	---	---
6/06	1:25P	956–862–0523	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
6/06	5:47P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---
6/09	8:09A	956–787–4283	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
6/10	9:46A	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	---	---	---
6/10	9:47A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/10	9:48A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/10	9:59A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/10	10:00A	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	---	---	---
6/10	10:44A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
6/10	2:42P	956–219–6270	Peak	PlanAllow	Donna TX	Edinburg TX	1	---	---	---
6/10	2:43P	956–219–6270	Peak	PlanAllow	Donna TX	Edinburg TX	2	---	---	---
6/10	2:45P	956–310–8379	Peak	M2MAllow	Donna TX	McAllen TX	1	---	---	---

Order #: 6223 Copy #: 13 Control #:20000700-00005971

Detail for Pct 2 Shop: 956–578–1589

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/11	9:19A	956–310–8379	Peak	M2MAllow	Alamo TX	Incoming CL	1	--	--	--
6/11	9:39A	956–310–8379	Peak	M2MAllow	Donna TX	McAllen TX	3	--	--	--
6/11	9:47A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
6/11	9:50A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	2	--	--	--
6/11	11:28A	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	6	--	--	--
6/11	3:07P	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	3	--	--	--
6/11	5:00P	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	2	--	--	--
6/11	5:08P	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	1	--	--	--
6/12	2:22P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	5	--	--	--
6/13	11:24A	956–862–0523	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
6/13	12:50P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
6/13	1:04P	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	--	--	--
6/13	1:20P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
6/13	1:42P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
6/13	1:50P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
6/13	3:25P	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	2	--	--	--
6/13	3:34P	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	1	--	--	--
6/13	3:43P	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	--	--	--
6/16	9:23A	956–310–8379	Peak	M2MAllow	Donna TX	McAllen TX	1	--	--	--
6/17	9:49A	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	2	--	--	--
6/17	9:54A	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	3	--	--	--
6/18	9:04A	956–200–7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	--	--	--
6/18	11:17A	956–310–8379	Peak	M2MAllow	Edcouch TX	Incoming CL	3	--	--	--
6/18	2:58P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
6/18	3:50P	813–793–6945	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--

Order #: 6223 Copy #: 13 Control #:20000700-00005970

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Order #: 6223 Copy #: 13 Control #:20000700-00005969

Summary for CO Wide Shop Office Use: 956–310–8379

PO # -1200-431-00-122-004-0-
Req #

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

Beginning on 11/24/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Monthly Charges

Nationwide Talk Share 1400	05/24 – 06/23	80.00
23% Access Discount	05/24 – 06/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	304	--	--
Mobile to Mobile	*minutes*	unlimited	96	--	--
Total Voice					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.45
	$2.45
Total Current Charges for 956–310–8379	**$64.05**

Have more questions about your charges?
Get details for usage charges at
vzw.com/mybusinessaccount.

INVOICE RECEIVED BY:
Elizabeth Casas ON 6/4/14
GOODS/SERVICES RECEIVED BY:
Enrique Escamilla ON 5/24/14 -
6/23/14

Detail for CO Wide Shop Office Use: 956–310–8379

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/24	10:21A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
4/24	10:40A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
4/24	11:06A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
4/24	11:31A	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
4/24	11:40A	956–381–5830	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
4/24	1:21P	956–460–7142	Peak	PlanAllow	Alamo TX	Incoming CL	3	--	--	--
4/24	1:24P	956–565–3788	Peak	PlanAllow	Weslaco TX	Mercedes TX	1	--	--	--
4/24	1:28P	956–686–8388	Peak	PlanAllow	Weslaco TX	McAllen TX	1	--	--	--
4/24	1:30P	956–381–5830	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	--	--	--
4/24	2:00P	956–565–0100	Peak	PlanAllow	Weslaco TX	Mercedes TX	3	--	--	--
4/25	1:34P	956–686–8388	Peak	PlanAllow	Alamo TX	McAllen TX	4	--	--	--
4/25	1:38P	956–800–8168	Peak	PlanAllow	Donna TX	McAllen TX	12	--	--	--
4/25	3:08P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	5	--	--	--
4/25	4:05P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	7	--	--	--
4/28	9:38A	956–686–8388	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
4/28	9:41A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--

Order #: 6123 Copy #: 13 Control #:20000728-00006284

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/28	9:43A	956–578–1589	Peak	M2MAllow	San Juan TX	McAllen TX	1	—	—	—
4/28	10:17A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
4/28	11:07A	956–739–6591	Peak	PlanAllow	Weslaco TX	Incoming CL	1	—	—	—
4/28	11:24A	956–739–6591	Peak	PlanAllow	Weslaco TX	Incoming CL	4	—	—	—
4/28	1:22P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
4/29	9:25A	956–578–1589	Peak	M2MAllow	McAllen TX	McAllen TX	2	—	—	—
4/29	10:35A	956–578–1589	Peak	M2MAllow	Mission TX	Incoming CL	1	—	—	—
4/29	1:02P	956–534–1675	Peak	PlanAllow	Pharr TX	McAllen TX	6	—	—	—
4/29	2:00P	956–534–1675	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
4/30	8:24A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
4/30	8:52A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
4/30	9:59A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
4/30	10:56A	956–787–0001	Peak	PlanAllow	San Juan TX	Pharr TX	5	—	—	—
4/30	11:17A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
4/30	12:01P	956–739–8332	Peak	PlanAllow	Weslaco TX	Incoming CL	1	—	—	—
4/30	12:54P	956–787–1891	Peak	PlanAllow	Weslaco TX	Incoming CL	2	—	—	—
4/30	1:24P	956–578–1589	Peak	M2MAllow	Weslaco TX	Incoming CL	2	—	—	—
4/30	1:33P	956–342–5228	Peak	PlanAllow	Weslaco TX	Incoming CL	1	—	—	—
4/30	2:05P	956–578–1589	Peak	M2MAllow	Weslaco TX	Incoming CL	2	—	—	—
4/30	2:22P	956–787–1891	Peak	PlanAllow	Weslaco TX	Incoming CL	2	—	—	—
4/30	4:03P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
4/30	4:47P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
4/30	4:49P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
5/01	8:41A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	6	—	—	—
5/01	8:48A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
5/01	9:20A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/01	9:39A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/01	9:39A	956–578–1589	Peak	M2MAllow	San Juan TX	McAllen TX	1	—	—	—
5/01	11:49A	956–781–5995	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/01	1:07P	956–787–0001	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
5/01	2:09P	956–781–5995	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/02	9:08A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
5/02	11:06A	956–565–0100	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
5/02	11:07A	956–787–0001	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
5/02	11:17A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
5/02	11:49A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	4	—	—	—
5/02	12:12P	956–565–3788	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/02	1:58P	956–686–8388	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
5/02	3:15P	956–739–8332	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/05	9:06A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/05	9:41A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/05	9:43A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
5/05	9:55A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
5/05	10:02A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
5/05	10:10A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—

Order #: 6123 Copy #: 13 Control #: 20000728-00006284

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/05	11:00A	956–330–9928	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
5/05	12:11P	956–686–8388	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/05	1:13P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/05	1:15P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/05	1:51P	956–578–1589	Peak	M2MAllow	Weslaco TX	Incoming CL	2	—	—	—
5/05	2:32P	956–787–1891	Peak	PlanAllow	Weslaco TX	Incoming CL	3	—	—	—
5/05	3:10P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
5/05	4:28P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
5/05	4:30P	956–330–9928	Peak	PlanAllow	San Juan TX	Edinburg TX	1	—	—	—
5/05	4:30P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
5/06	9:30A	956–330–9928	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
5/06	9:32A	956–787–0001	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/06	11:34A	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	4	—	—	—
5/06	12:16P	956–686–3660	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
5/06	1:50P	956–330–9928	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
5/06	1:53P	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	2	—	—	—
5/07	10:35A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
5/07	10:36A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	5	—	—	—
5/07	11:10A	956–565–3788	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/07	11:14A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
5/07	11:36A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	5	—	—	—
5/08	2:05P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/09	8:40A	956–739–6591	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/09	8:47A	956–560–7285	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	9:10A	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/09	9:11A	956–565–0100	Peak	PlanAllow	San Juan TX	Mercedes TX	6	—	—	—
5/09	9:17A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
5/09	9:19A	956–565–0100	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
5/09	9:32A	956–565–0100	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
5/09	9:32A	956–565–0100	Peak	PlanAllow	Pharr TX	Mercedes TX	7	—	—	—
5/09	9:39A	956–800–8168	Peak	PlanAllow	San Juan TX	McAllen TX	4	—	—	—
5/09	9:45A	956–565–1687	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/09	9:46A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/09	9:47A	956–565–1687	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
5/09	11:15A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/09	11:21A	956–560–7285	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/09	11:22A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
5/09	2:23P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
5/12	10:12A	956–578–1589	Peak	M2MAllow	Edinburg TX	McAllen TX	2	—	—	—
5/12	10:14A	956–578–1589	Peak	M2MAllow	Edinburg TX	Incoming CL	1	—	—	—
5/12	2:31P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	7	—	—	—
5/12	3:01P	956–578–1589	Peak	M2MAllow	Donna TX	McAllen TX	3	—	—	—
5/12	3:04P	956–800–8168	Peak	PlanAllow	Donna TX	McAllen TX	5	—	—	—
5/12	3:08P	956–578–1589	Peak	M2MAllow	Donna TX	McAllen TX	1	—	—	—
5/12	3:09P	956–578–1589	Peak	M2MAllow	Donna TX	McAllen TX	2	—	—	—

Order #: 6123 Copy #: 13 Control #:20000728-00006283

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/12	3:10P	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	1	—	—	—
5/12	4:51P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/12	5:03P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/12	5:26P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/13	8:50A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/13	9:01A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/13	9:43A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/13	2:53P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
5/13	3:24P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
5/14	9:49A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/14	9:51A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
5/14	9:57A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/14	10:11A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
5/14	10:13A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
5/14	10:14A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/14	10:47A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/14	12:02P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/14	2:02P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
5/14	2:37P	956–565–3788	Peak	PlanAllow	San Juan TX	Mercedes TX	1	—	—	—
5/14	2:53P	956–565–3788	Peak	PlanAllow	Donna TX	Incoming CL	4	—	—	—
5/14	2:57P	956–578–1589	Peak	M2MAllow	Alamo TX	McAllen TX	3	—	—	—
5/14	4:03P	956–739–8332	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/15	8:11A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/15	8:41A	956–330–9928	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
5/15	8:41A	956–686–3660	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
5/15	8:43A	956–994–9660	Peak	PlanAllow	Pharr TX	McAllen TX	4	—	—	—
5/15	8:58A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/15	11:24A	956–578–1589	Peak	M2MAllow	Mercedes TX	Incoming CL	2	—	—	—
5/15	11:46A	956–205–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	2	—	—	—
5/15	11:50A	956–330–9928	Peak	PlanAllow	Weslaco TX	Incoming CL	3	—	—	—
5/15	2:35P	956–578–1589	Peak	M2MAllow	San Juan TX	Incoming CL	2	—	—	—
5/15	4:16P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
5/16	8:48A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/16	9:50A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/16	10:12A	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
5/16	2:13P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
5/16	2:26P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
5/16	2:52P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/20	11:02A	956–565–3788	Peak	PlanAllow	McAllen TX	Mercedes TX	2	—	—	—
5/20	11:09A	956–578–1589	Peak	M2MAllow	McAllen TX	Incoming CL	1	—	—	—
5/21	8:25A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
5/21	8:27A	956–205–7000	Peak	PlanAllow	San Juan TX	Mission TX	1	—	—	—
5/21	8:29A	956–800–8168	Peak	PlanAllow	San Juan TX	McAllen TX	2	—	—	—
5/21	9:24A	956–205–7000	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
5/21	11:47A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 6123 Copy #: 13 Control #:20000728-00006283

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/21	11:52A	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
5/21	12:54P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/21	1:58P	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/21	2:25P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
5/21	2:27P	956–560–7285	Peak	PlanAllow	Pharr TX	McAllen TX	7	—	—	—
5/21	2:33P	956–781–5996	Peak	PlanAllow	San Juan TX	Pharr TX	3	—	—	—
5/22	8:04A	956–205–7000	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/22	8:56A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
5/22	12:44P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
5/22	12:47P	956–534–1675	Peak	PlanAllow	Pharr TX	McAllen TX	4	—	—	—
5/22	1:08P	956–782–5037	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
5/22	2:40P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/22	2:48P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
5/22	3:57P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/23	8:09A	956–330–9928	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
5/23	10:38A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/23	10:39A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	3	—	—	—
5/23	11:42A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
5/23	1:36P	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
5/23	2:01P	956–369–2269	Peak	M2MAllow	San Juan TX	Incoming CL	2	—	—	—
5/23	2:06P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	6	—	—	—
5/23	2:18P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—
5/23	3:09P	956–279–8304	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
5/23	5:15P	956–565–3788	Peak	PlanAllow	Alamo TX	Mercedes TX	5	—	—	—

Order #: 6123 Copy #: 13 Control #:20000728-00006282

Summary for Pct 2 Shop: 956–578–1589

PO # _-1200-431-00-122-004-0-_____
Req #_____

Your Plan

Nationwide Talk Share 1400
$9.99 monthly charge
$.40 per minute

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400 Add'l Line	05/24 – 06/23	9.99
		$9.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	79	--	--
Mobile to Mobile	*minutes*	unlimited	97	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	.40
	$.40

Total Current Charges for 956–578–1589 **$10.39**

INVOICE RECEIVED BY: Elizabeth Casas ON 6/4/14
GOODS/SERVICES RECEIVED BY: Enrique Escamilla ON 5/24/14 - 6/23/14

Detail for Pct 2 Shop: 956–578–1589

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/24	7:11A	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
4/24	8:38A	956–219–6270	Peak	PlanAllow	Alamo TX	Edinburg TX	3	--	--	--
4/24	10:29A	956–457–1338	Peak	PlanAllow	Edinburg TX	Incoming CL	2	--	--	--
4/24	11:04A	956–475–1375	Peak	PlanAllow	Edinburg TX	Pharr TX	2	--	--	--
4/24	11:40A	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	4	--	--	--
4/24	1:28P	956–655–4821	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
4/25	3:00P	956–787–9609	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
4/25	3:01P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--
4/25	3:54P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	--	--	--
4/25	3:56P	956–787–4283	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
4/25	3:59P	956–457–1338	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	4	--	--	--
4/28	9:43A	956–310–8379	Peak	M2MAllow	Alamo TX	Incoming CL	1	--	--	--
4/28	10:17A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
4/28	1:22P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
4/29	9:25A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	2	--	--	--
4/29	10:35A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
4/30	8:24A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
4/30	8:52A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
4/30	9:59A	956–310–8379	Peak	M2MAllow	Alamo TX	Incoming CL	2	--	--	--
4/30	11:17A	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	2	--	--	--
4/30	1:24P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
4/30	1:28P	956–212–0753	Peak	PlanAllow	Pharr TX	McAllen TX	4	--	--	--

Order #: 6123 Copy #: 13 Control #:20000728-00006281

Detail for Pct 2 Shop: 956–578–1589

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/30	2:05P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
4/30	2:28P	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	—	—	—
4/30	2:33P	956–862–0523	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/01	9:20A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/01	9:39A	956–310–8379	Peak	M2MAllow	Edinburg TX	Incoming CL	1	—	—	—
5/01	9:40A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/01	10:37A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/01	10:53A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
5/01	1:49P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
5/01	2:29P	956–533–4601	Peak	PlanAllow	Edinburg TX	McAllen TX	1	—	—	—
5/05	9:06A	956–310–8379	Peak	M2MAllow	Weslaco TX	Incoming CL	1	—	—	—
5/05	9:41A	956–310–8379	Peak	M2MAllow	Mercedes TX	McAllen TX	1	—	—	—
5/05	9:43A	956–310–8379	Peak	M2MAllow	Mercedes TX	McAllen TX	2	—	—	—
5/05	9:55A	956–310–8379	Peak	M2MAllow	Mercedes TX	Incoming CL	2	—	—	—
5/05	10:02A	956–310–8379	Peak	M2MAllow	Mercedes TX	McAllen TX	2	—	—	—
5/05	1:13P	956–310–8379	Peak	M2MAllow	San Juan TX	McAllen TX	1	—	—	—
5/05	1:15P	956–310–8379	Peak	M2MAllow	San Juan TX	Incoming CL	1	—	—	—
5/05	1:18P	956–862–0523	Peak	PlanAllow	San Juan TX	Mission TX	1	—	—	—
5/05	1:19P	956–862–0523	Peak	PlanAllow	San Juan TX	Mission TX	2	—	—	—
5/05	1:50P	956–862–0523	Peak	PlanAllow	San Juan TX	Mission TX	1	—	—	—
5/05	1:51P	956–310–8379	Peak	M2MAllow	San Juan TX	McAllen TX	2	—	—	—
5/05	5:58P	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	—	—	—
5/08	2:10P	956–787–4283	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
5/08	4:24P	956–862–0523	Peak	PlanAllow	Pharr TX	Mission TX	1	—	—	—
5/08	4:25P	956–862–0523	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
5/12	9:16A	956–200–7423	Peak	PlanAllow	Weslaco TX	Harlingen TX	1	—	—	—
5/12	9:35A	956–200–7423	Peak	PlanAllow	Santa Rosa TX	Harlingen TX	1	—	—	—
5/12	10:11A	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	1	—	—	—
5/12	10:12A	956–310–8379	Peak	M2MAllow	Weslaco TX	Incoming CL	2	—	—	—
5/12	10:14A	956–310–8379	Peak	M2MAllow	Santa Rosa TX	McAllen TX	1	—	—	—
5/12	3:01P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
5/12	3:08P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/12	3:09P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
5/12	3:10P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
5/12	4:51P	956–310–8379	Peak	M2MAllow	Donna TX	McAllen TX	1	—	—	—
5/12	5:03P	956–310–8379	Peak	M2MAllow	San Juan TX	Incoming CL	1	—	—	—
5/12	5:26P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/13	9:43A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
5/13	2:53P	956–310–8379	Peak	M2MAllow	San Juan TX	McAllen TX	2	—	—	—
5/13	3:24P	956–310–8379	Peak	M2MAllow	San Juan TX	McAllen TX	2	—	—	—
5/14	9:49A	956–310–8379	Peak	M2MAllow	Donna TX	McAllen TX	1	—	—	—
5/14	9:51A	956–310–8379	Peak	M2MAllow	Donna TX	Incoming CL	2	—	—	—
5/14	9:57A	956–310–8379	Peak	M2MAllow	Donna TX	Incoming CL	1	—	—	—
5/14	10:11A	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	2	—	—	—
5/14	12:02P	956–310–8379	Peak	M2MAllow	Edcouch TX	McAllen TX	1	—	—	—

Order #: 6123 Copy #: 13 Control #:20000728-00006281

Detail for Pct 2 Shop: 956–578–1589

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/14	2:02P	956–310–8379	Peak	M2MAllow	San Juan TX	McAllen TX	3	---	---	---
5/14	2:57P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	3	---	---	---
5/15	8:11A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
5/15	8:58A	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	1	---	---	---
5/15	9:03A	956–472–3747	Peak	PlanAllow	Weslaco TX	Weslaco TX	5	---	---	---
5/15	9:29A	956–472–3747	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	---	---	---
5/15	11:08A	956–472–3747	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	---	---	---
5/15	11:24A	956–310–8379	Peak	M2MAllow	Santa Rosa TX	McAllen TX	2	---	---	---
5/15	2:34P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	---	---	---
5/16	8:48A	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	1	---	---	---
5/16	9:50A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
5/16	9:52A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
5/16	9:54A	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
5/16	9:59A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
5/16	2:12P	956–310–8379	Peak	M2MAllow	Pharr TX	McAllen TX	2	---	---	---
5/16	2:25P	956–310–8379	Peak	M2MAllow	Edinburg TX	McAllen TX	2	---	---	---
5/16	2:52P	956–310–8379	Peak	M2MAllow	San Juan TX	Incoming CL	1	---	---	---
5/20	8:27A	956–472–3747	Peak	PlanAllow	Pharr TX	Weslaco TX	2	---	---	---
5/20	9:20A	956–472–3747	Peak	PlanAllow	Santa Rosa TX	Weslaco TX	1	---	---	---
5/20	11:07A	956–472–3747	Peak	PlanAllow	Mercedes TX	Incoming CL	1	---	---	---
5/20	11:09A	956–310–8379	Peak	M2MAllow	Los Indios TX	McAllen TX	1	---	---	---
5/20	11:10A	956–472–3747	Peak	PlanAllow	Los Indios TX	Weslaco TX	1	---	---	---
5/20	11:11A	956–472–3747	Peak	PlanAllow	Los Indios TX	Weslaco TX	2	---	---	---
5/20	11:53A	956–200–7423	Peak	PlanAllow	Weslaco TX	Harlingen TX	2	---	---	---
5/20	2:08P	956–472–3747	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	---	---	---
5/20	2:15P	956–472–3747	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	---	---	---
5/20	3:15P	956–322–2546	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
5/21	9:10A	956–200–7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	---	---	---
5/21	9:38A	956–200–7423	Peak	PlanAllow	Pharr TX	Harlingen TX	1	---	---	---
5/21	10:54A	956–200–7423	Peak	PlanAllow	Weslaco TX	Harlingen TX	1	---	---	---
5/21	11:36A	956–200–7423	Peak	PlanAllow	Weslaco TX	Incoming CL	1	---	---	---
5/21	11:47A	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	2	---	---	---
5/22	2:40P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
5/22	3:57P	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
5/23	8:15A	956–472–3747	Peak	PlanAllow	Pharr TX	Weslaco TX	2	---	---	---
5/23	9:37A	956–472–3747	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	---	---	---
5/23	10:38A	956–310–8379	Peak	M2MAllow	Mercedes TX	Incoming CL	1	---	---	---
5/23	10:39A	956–310–8379	Peak	M2MAllow	Mercedes TX	Incoming CL	2	---	---	---
5/23	11:42A	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	3	---	---	---
5/23	1:36P	956–310–8379	Peak	M2MAllow	Weslaco TX	McAllen TX	2	---	---	---
5/23	2:06P	956–310–8379	Peak	M2MAllow	Edcouch TX	Incoming CL	6	---	---	---
5/23	4:59P	956–380–0100	Peak	PlanAllow	Pharr TX	Edinburg TX	1	---	---	---

Order #: 6123 Copy #: 13 Control #:20000728-00006280

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Important Information Regarding Your Account

Starting on May 1st, corporate AOL authorizations (changes in billing responsibility) will be processed online through MyBusiness or Verizon Enterprise Center. Simply choose the lines desired, select Change Billing Responsibility link, and enter the email address of the assuming party. Both parties will receive a confirmation email.

Order #: 6123 Copy #: 13 Control #:20000728-00006279

Summary for Abel Sanchez: 956–310–1517

Your Plan

America's Choice SharePlan 600
$55.12 monthly charge
600 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Beginning on 02/17/14:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

200 Text PIX FLIX Messages
200 monthly message allowance
$.10 per message sent after allowance
$.02 per message Rcv'd after allowance

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

America's Choice SharePlan 600	08/24 – 09/23	55.12
23% Access Discount	08/24 – 09/23	–12.68
		$42.44

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	600 (shared)	2	--	--
Total Voice					$.00
Messaging					
Text, Picture & Video	*messages*	200	3	--	--
Total Messaging					*$.00*
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.66
	$1.66

Total Current Charges for 956–310–1517 **$44.10**

Detail for Abel Sanchez: 956–310–1517

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
8/13	9:01A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
8/15	11:55A	956–242–6276	Peak	PlanAllow	Pharr TX	Laredo TX	1	--	--	--

INVOICE RECEIVED BY:
_____ ON _____
GOODS/SERVICES RECEIVED BY:
_____ ON _____

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Summary for Ricardo Cuellar: 956–369–0823

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

Pay As You Use Megabyte Data
$1.99 per megabyte

Beginning on 12/06/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	08/24 – 09/23	80.00
23% Access Discount	08/24 – 09/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	1031	--	--
Mobile to Mobile	*minutes*	unlimited	42	--	--
Night/Weekend	*minutes*	unlimited	225	--	--
Total Voice					$.00
Messaging					
Text – Sent	*messages*	--	6	6	.60
Text – Rcv'd	*messages*	--	57	57	1.14
Total Messaging					$1.74
Total Usage and Purchase Charges					**$1.74**

Verizon Wireless' Surcharges	
Fed Universal Service Charge	2.41
	$2.41

Total Current Charges for 956–369–0823 **$65.75**

INVOICE RECEIVED BY: MG ON 9/3/14
GOODS/SERVICES RECEIVED BY: Erika Zam ON 8/24-9/23/14

Detail for Ricardo Cuellar: 956–369–0823

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/24	8:43A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
7/24	8:46A	956–227–2154	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--
7/24	8:56A	956–533–8146	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
7/24	9:35A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
7/24	10:22A	956–533–4601	Peak	PlanAllow	Donna TX	Incoming CL	1	--	--	--
7/24	10:33A	956–246–8969	Peak	PlanAllow	Donna TX	Weslaco TX	4	--	--	--
7/24	11:05A	956–246–8969	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
7/24	11:15A	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	1	--	--	--
7/24	11:18A	956–537–4787	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
7/24	4:09P	956–207–9298	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
7/24	4:37P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
7/24	4:39P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	14	--	--	--
7/24	4:53P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
7/24	7:18P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	12	--	--	--

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/24	9:15P	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	30	---	---	---
7/24	9:50P	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
7/25	8:19A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
7/25	9:07A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
7/25	9:36A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
7/25	10:21A	956–227–2154	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
7/25	10:36A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/25	10:38A	956–322–2546	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/25	10:40A	956–784–9222	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---
7/25	11:24A	956–655–6981	Peak	PlanAllow	Donna TX	McAllen TX	1	---	---	---
7/25	11:31A	956–566–1974	Peak	PlanAllow	Alamo TX	McAllen TX	1	---	---	---
7/25	11:48A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/25	12:33P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/25	1:47P	956–784–9222	Peak	M2MAllow	Pharr TX	Incoming CL	3	---	---	---
7/25	2:26P	956–884–9192	Peak	PlanAllow	Donna TX	Pharr TX	1	---	---	---
7/25	3:43P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	7	---	---	---
7/25	3:57P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/25	8:14P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	17	---	---	---
7/25	8:30P	956–739–3385	Peak	PlanAllow,CallWait	San Juan TX	Incoming CL	1	---	---	---
7/25	8:31P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	3	---	---	---
7/25	8:36P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
7/25	9:06P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	2	---	---	---
7/26	1:39P	956–460–1441	Off–Peak	N&W	San Juan TX	Incoming CL	6	---	---	---
7/26	2:16P	956–227–2154	Off–Peak	N&W	San Juan TX	McAllen TX	1	---	---	---
7/26	3:30P	214–323–1406	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
7/26	3:34P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	13	---	---	---
7/26	6:48P	956–279–6485	Off–Peak	N&W	San Juan TX	Edinburg TX	2	---	---	---
7/26	10:46P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	2	---	---	---
7/26	10:56P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	2	---	---	---
7/28	8:00A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/28	8:31A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	7	---	---	---
7/28	8:38A	956–318–2663	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
7/28	8:38A	956–318–2663	Peak	PlanAllow	Pharr TX	Edinburg TX	1	---	---	---
7/28	8:40A	956–318–2663	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/28	8:44A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
7/28	8:45A	956–607–6795	Peak	PlanAllow	Pharr TX	Edinburg TX	2	---	---	---
7/28	9:31A	956–607–6795	Peak	PlanAllow	Alamo TX	Incoming CL	2	---	---	---
7/28	9:39A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/28	9:58A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/28	10:18A	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/28	10:54A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/28	11:51A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	---	---	---
7/28	1:38P	956–607–6795	Peak	PlanAllow	Pharr TX	Incoming CL	7	---	---	---
7/28	2:26P	956–655–6981	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
7/28	2:28P	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	6	---	---	---

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/28	3:02P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
7/28	3:08P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
7/28	3:09P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
7/28	4:04P	956–331–5974	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
7/28	4:27P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	7	---	---	---
7/28	4:42P	956–239–2359	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/28	7:53P	956–342–6917	Peak	PlanAllow	San Juan TX	McAllen TX	6	---	---	---
7/28	8:00P	956–342–6917	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
7/28	8:43P	956–821–1949	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
7/28	8:44P	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	5	---	---	---
7/28	8:48P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
7/29	7:49A	956–223–7205	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
7/29	7:57A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/29	8:09A	956–655–4821	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/29	8:10A	956–655–4821	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/29	8:11A	956–223–7205	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
7/29	8:22A	936–203–5819	Peak	PlanAllow	Pharr TX	Incoming CL	18	---	---	---
7/29	10:32A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/29	10:39A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/29	10:40A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
7/29	11:02A	956–821–1949	Peak	PlanAllow	Donna TX	Incoming CL	2	---	---	---
7/29	11:28A	956–318–2663	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/29	11:29A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
7/29	11:29A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
7/29	11:33A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/29	1:40P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/29	2:05P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	5	---	---	---
7/29	3:08P	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/29	3:10P	956–225–8663	Peak	PlanAllow	Pharr TX	Incoming CL	10	---	---	---
7/29	4:33P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/29	4:38P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/30	8:55A	956–588–1210	Peak	M2MAllow	Pharr TX	Pharr TX	2	---	---	---
7/30	9:05A	956–588–1210	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
7/30	9:09A	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/30	9:27A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	5	---	---	---
7/30	9:57A	956–533–0256	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/30	10:20A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/30	10:23A	956–784–9222	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
7/30	10:43A	956–961–7791	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
7/30	10:53A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/30	10:53A	956–655–6981	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/30	11:18A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/30	3:38P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/30	3:56P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/30	4:00P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/30	4:04P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	8	---	---	---
7/31	7:29A	956–784–4925	Peak	M2MAllow	McAllen TX	Pharr TX	3	---	---	---
7/31	7:52A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	8:35A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/31	8:51A	956–246–8969	Peak	PlanAllow	Pharr TX	Weslaco TX	2	---	---	---
7/31	8:59A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/31	9:10A	956–246–8969	Peak	PlanAllow	Pharr TX	Weslaco TX	1	---	---	---
7/31	9:14A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/31	10:06A	956–227–2154	Peak	PlanAllow	Alamo TX	McAllen TX	1	---	---	---
7/31	10:17A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/31	10:18A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	10:27A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	10:31A	956–784–9222	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	11:16A	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	11:17A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/31	11:17A	956–639–7035	Peak	PlanAllow	Pharr TX	Brownsvl TX	1	---	---	---
7/31	11:21A	956–639–7035	Peak	PlanAllow	Pharr TX	Brownsvl TX	1	---	---	---
7/31	11:23A	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	1:05P	956–607–7640	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	1:37P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
7/31	1:57P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	1:58P	956–655–4821	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
7/31	2:11P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	2:29P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
7/31	2:34P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
7/31	3:45P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/01	8:49A	956–467–9775	Peak	M2MAllow	Alamo TX	Incoming CL	3	---	---	---
8/01	9:08A	956–655–6981	Peak	PlanAllow	Donna TX	Incoming CL	1	---	---	---
8/01	9:23A	956–570–5066	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/01	9:25A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
8/01	9:27A	956–570–5066	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
8/01	9:30A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/01	10:01A	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
8/01	10:40A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
8/01	11:24A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	5	---	---	---
8/01	11:38A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
8/01	12:57P	956–960–7338	Peak	PlanAllow	McAllen TX	Incoming CL	2	---	---	---
8/01	1:00P	956–960–7338	Peak	PlanAllow	Pharr TX	Mission TX	1	---	---	---
8/01	1:16P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/01	2:58P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
8/01	3:08P	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
8/01	3:12P	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
8/01	3:37P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
8/01	3:42P	936–203–5819	Peak	PlanAllow	Pharr TX	Incoming CL	8	---	---	---
8/01	4:00P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
8/01	4:05P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
8/01	4:08P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
8/01	7:22P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/01	7:28P	956–569–4186	Peak	PlanAllow	San Juan TX	Incoming CL	4	—	—	—
8/01	7:56P	956–787–7254	Peak	PlanAllow	San Juan TX	Pharr TX	1	—	—	—
8/01	10:02P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
8/02	12:37P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	2	—	—	—
8/02	12:54P	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	25	—	—	—
8/02	1:50P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
8/02	2:22P	956–884–9192	Off–Peak	N&W	San Juan TX	Pharr TX	1	—	—	—
8/02	6:19P	956–884–9192	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
8/02	8:41P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
8/02	8:59P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
8/03	10:01A	956–884–9192	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
8/03	12:36P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
8/03	12:38P	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	5	—	—	—
8/04	7:57A	956–310–4623	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/04	8:09A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
8/04	8:50A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/04	9:20A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/04	9:23A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
8/04	9:25A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/04	10:28A	956–533–0574	Peak	PlanAllow	Donna TX	McAllen TX	2	—	—	—
8/04	10:48A	956–784–4229	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
8/04	2:15P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	3	—	—	—
8/04	2:18P	956–492–8346	Peak	PlanAllow	San Juan TX	Harlingen TX	1	—	—	—
8/04	2:18P	956–787–1891	Peak	PlanAllow,CallWait	San Juan TX	Incoming CL	1	—	—	—
8/04	2:19P	956–787–1891	Peak	PlanAllow	San Juan TX	Pharr TX	1	—	—	—
8/04	2:19P	956–533–4601	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
8/04	2:30P	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
8/04	2:51P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	15	—	—	—
8/04	3:40P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
8/04	4:06P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/05	8:56A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/05	8:59A	956–533–3992	Peak	PlanAllow	Pharr TX	McAllen TX	4	—	—	—
8/05	9:04A	956–533–0574	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
8/05	9:53A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
8/05	10:17A	956–467–9775	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
8/05	10:19A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
8/05	10:36A	956–655–9797	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
8/05	11:43A	956–467–9775	Peak	M2MAllow	Alamo TX	Incoming CL	3	—	—	—
8/05	11:46A	956–475–1375	Peak	PlanAllow	Donna TX	Pharr TX	3	—	—	—
8/05	11:48A	956–821–1949	Peak	PlanAllow,CallWait	Donna TX	Incoming CL	1	—	—	—
8/05	11:49A	956–475–1375	Peak	PlanAllow,CallWait	Alamo TX	Pharr TX	1	—	—	—
8/05	12:29P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
8/05	1:33P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/05	3:35P	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/05	3:41P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/05	3:41P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/05	4:13P	956–205–9324	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/05	8:31P	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
8/06	7:48A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	4	—	—	—
8/06	8:39A	956–975–8044	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
8/06	9:15A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
8/06	9:23A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
8/06	9:57A	956–475–1375	Peak	PlanAllow	Alamo TX	Pharr TX	2	—	—	—
8/06	10:02A	956–475–1375	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
8/06	10:28A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	3	—	—	—
8/06	10:36A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	3	—	—	—
8/06	11:06A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/06	11:25A	956–246–8969	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/06	11:27A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
8/06	11:33A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/06	1:16P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/06	4:13P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/06	4:31P	956–313–9779	Peak	PlanAllow	Donna TX	Incoming CL	1	—	—	—
8/07	11:16A	956–655–6981	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
8/07	1:44P	956–467–9775	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
8/07	1:56P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/07	2:36P	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/07	2:38P	956–784–9222	Peak	M2MAllow	Pharr TX	Pharr TX	2	—	—	—
8/07	2:43P	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/07	2:47P	956–533–0574	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
8/07	4:12P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/07	4:13P	956–605–4760	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
8/07	4:33P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	13	—	—	—
8/07	4:44P	956–533–4601	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
8/07	4:45P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
8/07	4:45P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/07	8:08P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	3	—	—	—
8/07	10:23P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
8/08	7:46A	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/08	8:22A	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/08	8:33A	956–655–4821	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
8/08	8:55A	956–227–2154	Peak	PlanAllow	McAllen TX	McAllen TX	1	—	—	—
8/08	9:15A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/08	9:34A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/08	9:39A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/08	9:41A	956–533–0574	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
8/08	9:48A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
8/08	9:52A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/08	9:53A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
8/08	11:44A	956–533–0574	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/08	11:54A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/08	12:09P	956–227–1802	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/08	1:40P	956–784–3510	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
8/08	1:43P	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	4	—	—	—
8/08	2:02P	956–533–0574	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/08	2:03P	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
8/08	2:15P	956–225–8663	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/08	2:18P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/08	2:31P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	5	—	—	—
8/08	2:38P	956–784–3510	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/08	2:42P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
8/08	2:50P	956–821–1949	Peak	PlanAllow	Donna TX	Incoming CL	2	—	—	—
8/08	2:54P	956–533–4601	Peak	PlanAllow	Alamo TX	McAllen TX	2	—	—	—
8/08	2:59P	956–533–4601	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
8/08	2:59P	956–533–4601	Peak	PlanAllow	Alamo TX	McAllen TX	6	—	—	—
8/08	3:08P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	7	—	—	—
8/08	3:14P	956–605–4760	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
8/08	3:22P	956–784–9222	Peak	M2MAllow	Pharr TX	Pharr TX	1	—	—	—
8/08	3:54P	956–467–9775	Peak	M2MAllow	San Juan TX	Incoming CL	1	—	—	—
8/08	4:02P	956–227–2154	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
8/08	4:09P	956–467–9775	Peak	M2MAllow	San Juan TX	McAllen TX	1	—	—	—
8/08	4:24P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/08	4:28P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/08	5:59P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/09	10:26A	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	6	—	—	—
8/09	11:16A	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
8/09	1:51P	956–279–0274	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
8/09	3:41P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	6	—	—	—
8/09	4:29P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	6	—	—	—
8/10	7:23A	956–821–1949	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
8/10	7:24A	956–787–7254	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
8/10	8:11A	956–821–1949	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
8/10	8:42A	936–203–5819	Off–Peak	N&W	Faysville TX	Incoming CL	2	—	—	—
8/10	9:29A	956–460–1441	Off–Peak	N&W	Falfurrias TX	Pharr TX	12	—	—	—
8/10	10:59A	956–739–3385	Off–Peak	N&W	Refugio TX	McAllen TX	1	—	—	—
8/10	11:10A	956–460–1441	Off–Peak	N&W	Refugio TX	Incoming CL	9	—	—	—
8/10	11:52A	956–460–1441	Off–Peak	N&W	Edna TX	Incoming CL	11	—	—	—
8/10	12:50P	956–821–1949	Off–Peak	N&W	East Berna TX	McAllen TX	3	—	—	—
8/10	2:04P	956–821–1949	Off–Peak	N&W	Spring TX	McAllen TX	1	—	—	—
8/11	9:11A	956–566–1974	Peak	PlanAllow	Spring TX	McAllen TX	1	—	—	—
8/11	9:25A	956–475–1375	Peak	PlanAllow	Spring TX	Pharr TX	3	—	—	—
8/11	9:29A	956–566–1974	Peak	PlanAllow	Spring TX	Incoming CL	3	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
8/11	9:34A	956–533–4601	Peak	PlanAllow	Spring TX	McAllen TX	2	—	—	—
8/11	9:54A	956–821–1949	Peak	PlanAllow	Spring TX	McAllen TX	3	—	—	—
8/11	10:25A	956–310–8623	Peak	M2MAllow	Conroe TX	Incoming CL	2	—	—	—
8/11	10:29A	936–203–5819	Peak	PlanAllow	Conroe TX	Incoming CL	7	—	—	—
8/11	10:35A	936–203–5819	Peak	PlanAllow	Conroe TX	Conroe TX	1	—	—	—
8/11	10:40A	956–331–5974	Peak	PlanAllow	Spring TX	Incoming CL	1	—	—	—
8/11	10:55A	936–203–5819	Peak	PlanAllow	Spring TX	Conroe TX	2	—	—	—
8/11	11:05A	956–739–3385	Peak	PlanAllow	Spring TX	McAllen TX	8	—	—	—
8/11	11:13A	956–460–1441	Peak	PlanAllow	Conroe TX	Pharr TX	18	—	—	—
8/11	11:32A	956–460–1441	Peak	PlanAllow	Conroe TX	Incoming CL	4	—	—	—
8/11	12:46P	936–203–5819	Peak	PlanAllow	Spring TX	Conroe TX	7	—	—	—
8/11	1:16P	956–533–8146	Peak	PlanAllow	Spring TX	Incoming CL	3	—	—	—
8/11	1:27P	956–787–7254	Peak	PlanAllow	Spring TX	Incoming CL	11	—	—	—
8/11	4:00P	936–203–5819	Peak	PlanAllow	New Caney TX	Conroe TX	2	—	—	—
8/11	4:16P	936–203–5819	Peak	PlanAllow	Spring TX	Incoming CL	7	—	—	—
8/12	10:32A	956–533–4601	Peak	PlanAllow	Spring TX	McAllen TX	26	—	—	—
8/12	10:58A	956–655–9797	Peak	PlanAllow	New Caney TX	Incoming CL	2	—	—	—
8/12	1:50P	956–787–7254	Peak	PlanAllow	Spring TX	Incoming CL	10	—	—	—
8/12	2:33P	956–460–1441	Peak	PlanAllow	Conroe TX	Incoming CL	44	—	—	—
8/13	10:51A	956–655–6981	Peak	PlanAllow	Spring TX	Incoming CL	7	—	—	—
8/13	2:19P	956–787–1891	Peak	PlanAllow	Spring TX	Incoming CL	1	—	—	—
8/13	2:20P	956–533–4601	Peak	PlanAllow	Spring TX	Incoming CL	19	—	—	—
8/13	3:04P	956–460–1441	Peak	PlanAllow	Spring TX	Pharr TX	1	—	—	—
8/13	3:10P	956–460–1441	Peak	PlanAllow	Spring TX	Incoming CL	16	—	—	—
8/13	4:22P	956–821–1949	Peak	PlanAllow	The Woodla TX	Incoming CL	4	—	—	—
8/13	4:44P	956–739–3385	Peak	PlanAllow	Conroe TX	Incoming CL	27	—	—	—
8/15	10:37A	956–821–1949	Peak	PlanAllow	Spring TX	McAllen TX	1	—	—	—
8/15	11:25A	936–203–5819	Peak	PlanAllow	Spring TX	Conroe TX	2	—	—	—
8/15	2:01P	956–821–1949	Peak	PlanAllow	Spring TX	Incoming CL	4	—	—	—
8/15	2:33P	956–460–1441	Peak	PlanAllow	Spring TX	Pharr TX	18	—	—	—
8/15	2:56P	956–460–1441	Peak	PlanAllow	Spring TX	Incoming CL	18	—	—	—
8/16	6:32P	281–813–7221	Off–Peak	N&W	Conroe TX	Houston TX	2	—	—	—
8/17	8:25A	956–460–1441	Off–Peak	N&W	Conroe TX	Incoming CL	1	—	—	—
8/17	9:08A	936–203–5819	Off–Peak	N&W	Houston TX	Incoming CL	1	—	—	—
8/17	9:33A	936–203–5819	Off–Peak	N&W	Sugar Land TX	Conroe TX	2	—	—	—
8/17	10:30A	956–460–1441	Off–Peak	N&W	Sugar Land TX	Incoming CL	1	—	—	—
8/17	11:02A	936–203–5819	Off–Peak	N&W	Sugar Land TX	Conroe TX	3	—	—	—
8/17	12:18P	956–460–1441	Off–Peak	N&W	Inez TX	Incoming CL	3	—	—	—
8/17	2:20P	956–460–1441	Off–Peak	N&W	Alice TX	Incoming CL	4	—	—	—
8/17	3:06P	956–787–7254	Off–Peak	N&W	Falfurrias TX	Incoming CL	2	—	—	—
8/17	3:51P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	5	—	—	—
8/18	8:13A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
8/18	8:53A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/18	9:37A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/18	9:58A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
8/18	10:01A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/18	10:23A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/18	10:25A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/18	10:35A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
8/18	10:40A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/18	10:56A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/18	11:21A	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
8/18	11:22A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/18	11:31A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/18	11:38A	956–533–3992	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/18	11:39A	956–655–6981	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
8/18	11:51A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	9	—	—	—
8/18	1:02P	956–683–7959	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/18	1:27P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/18	1:29P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/18	2:09P	956–533–8146	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
8/18	2:16P	956–492–8346	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
8/18	3:07P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/18	3:15P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/18	3:27P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/18	3:33P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/18	*3:58P	956–533–3992	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
8/18	4:04P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	15	—	—	—
8/18	4:20P	956–460–1441	Peak	PlanAllow	Donna TX	Incoming CL	1	—	—	—
8/19	10:01A	936–203–5819	Peak	PlanAllow	McAllen TX	Conroe TX	8	—	—	—
8/19	10:32A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
8/19	11:32A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/19	11:40A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/19	12:27P	956–787–1958	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
8/19	2:49P	956–292–5651	Peak	M2MAllow	Alamo TX	Incoming CL	5	—	—	—
8/19	3:19P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/19	4:33P	915–533–0469	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/19	8:45P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
8/19	8:46P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	12	—	—	—
8/20	8:48A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/20	9:19A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
8/20	9:38A	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/20	10:27A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/20	11:01A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/20	11:13A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/20	11:21A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
8/20	1:57P	956–383–8114	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/20	2:50P	956–475–1375	Peak	PlanAllow	Donna TX	Pharr TX	2	—	—	—
8/20	3:36P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
8/20	4:23P	956–533–3992	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—

0012921-0112700-0000015 of 0000018.C22-RG-6423-12933

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
8/20	4:23P	956–787–1891	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
8/20	4:24P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
8/20	4:28P	956–533–3992	Peak	PlanAllow	Pharr TX	McAllen TX	7	---	---	---
8/20	4:43P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	13	---	---	---
8/21	9:49A	956–655–6981	Peak	PlanAllow	Donna TX	Incoming CL	2	---	---	---
8/21	10:03A	956–227–2154	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
8/21	10:34A	956–433–8018	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
8/21	11:01A	956–533–8962	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
8/21	11:37A	956–433–8018	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
8/21	11:38A	956–433–8018	Peak	PlanAllow	Pharr TX	Portisabel TX	1	---	---	---
8/21	11:39A	956–655–6981	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
8/21	11:41A	956–433–8018	Peak	PlanAllow	Pharr TX	Portisabel TX	1	---	---	---
8/21	1:31P	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
8/21	1:34P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
8/21	1:35P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/21	1:53P	956–221–4466	Peak	M2MAllow	Pharr TX	McAllen TX	3	---	---	---
8/21	1:56P	956–681–9521	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
8/21	1:56P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/21	2:16P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/21	2:19P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
8/21	2:22P	000–000–0086	Peak	PlanAllow,CallVM	Pharr TX	Voice Mail CL	5	---	---	---
8/21	2:27P	000–000–0086	Peak	PlanAllow,CallVM	Pharr TX	Voice Mail CL	3	---	---	---
8/21	2:29P	000–000–0086	Peak	PlanAllow,CallVM	Pharr TX	Voice Mail CL	1	---	---	---
8/21	2:38P	956–605–3171	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/21	3:50P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/22	8:06A	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
8/22	9:50A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	3	---	---	---
8/22	10:13A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/22	10:20A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
8/22	10:30A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
8/22	11:02A	956–821–1949	Peak	PlanAllow	San Juan TX	McAllen TX	2	---	---	---
8/22	11:33A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
8/22	3:39P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
8/22	4:37P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	15	---	---	---
8/22	8:08P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	17	---	---	---
8/22	8:26P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	2	---	---	---
8/22	8:50P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
8/23	10:12A	956–227–2154	Off–Peak	N&W	Pharr TX	McAllen TX	3	---	---	---
8/23	5:03P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	6	---	---	---
8/23	6:08P	956–252–6727	Off–Peak	N&W	San Juan TX	Edinburg TX	5	---	---	---
8/23	6:13P	956–655–9797	Off–Peak	N&W	San Juan TX	McAllen TX	2	---	---	---
8/23	7:19P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
8/23	7:28P	956–787–7254	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
8/23	8:35P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	---	---	---
8/23	9:19P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	14	---	---	---

0012921-0112700-0000016 of 0000018.C22.RG-6423-12933

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Notice Of Regulatory Charge Decrease

Effective August 1, 2014, the monthly Verizon Wireless Regulatory Charge for voice capable devices decreased from $0.21 to $0.18 per line for all eligible customers. The charge for data only devices remains at $0.02. For information regarding this charge, call 1–888–684–1888. Please consult your Customer Agreement for information about rate changes.

Introducing Verizon XLTE

It's the latest advancement of America's largest most reliable 4G LTE network. Double the 4G LTE bandwidth in cities coast to coast, faster peak speeds and greater capacity than before, and increased ability for everyone to stream, share, and do more. For the Best Devices, on the Best Network. For Best Results, Use Verizon. Visit go.vzw.com/XLTE to discover the power of XLTE.

0012921-0112699-0000017 of 0000018-C22-RG-6423-12933

AI-46185 **IT Department 14. C.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

WIC:
Authorization and approval to continue data service and change wireless cell phone service plan through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:	MDN:
Service Plan Change	Office Use	America's Choice II 400 Share Unl. @ $29.99 + $5.00 taxes/fees = $34.99/mo	956-907-4743
Service Plan Change	Office Use	America's Choice II 400 Share Unl. @ $29.99 + $5.00 taxes/fees = $34.99/mo	956-578-5972
Service Plan Change	Office Use	Nationwide Talk Unlimited Anytime Minutes @ $53.89 + $5.00 taxes/fees = $58.89/mo	956-720-1796
Service Plan Change	Office Use	Nationwide Talk Unlimited Anytime Minutes @ $53.89 + $5.00 taxes/fees = $58.89/mo	956-279-7850
Continue Service Plan	Office Use	4G Mobile Broadband Unlimited @ $37.99/mo	956-929-1042

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-532

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

BUDGETARY IMPACT:

Funds available through REQ# 262346, as of 9/4/14.

Attachments

Quote

Request Forms

req

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 09:26 AM
Obdett Calzada	Obdett Calzada	09/04/2014 11:06 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Griselda Salazar Started On: 08/26/2014 08:53 AM

Final Approval Date: 09/05/2014

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR:
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 1481165057
DATE 8/1/2014
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
AMERICA'S CHOICE II 400 SHARE UNL IN & N&W $38.45 0408	2	$29.99	400	200 (Txt/Pix/Flix)	N	800	$0.25	$59.98	$719.76
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	2					800		$59.98	$719.76

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
NATIONWIDE TALK UNLIMITED ANYTIME MINUTES $69.99 0110	2	$53.89	Unlimited	N	N	n/a	$107.78	$1,293.36
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
	2						$107.78	$1,293.36

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	1	$37.99	N	Unlimited	$0.00	$37.99	$455.88
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	1					$37.99	$455.88

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $2,469.00

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: WIC Dept#: 350

Quantity: (956) 929-1042 - Data 4G Boardband unlimited.

Service: $ 37.99 /mo (x) 1 months = 37.99 Account: 4.1292.441.00.350.001.4532

Service: $_____/mo (x) ____ months = _____ Account:_____-810/864

Requisition Total: 37.99 **Requisition Number:** 262346

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Norma L Longoria — Norma L. Longoria — 8/22/14

Signature — Print Name — Date

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

[signature] — Valde Guerra — 8/26/14

Signature — Print Name — Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ 37.99/mo

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: WIC Dept#: 350

Quantity: (956) 907-4743 American Choice 400 shared minutes

Service: $ 29.99 /mo (x) 1 months = 29.99 Account: 4.1292.441.00.350.001.4 -532

Service: $ 5.00 /mo (x) 1 months = 5.00 Account:_____ -619/664

Requisition Total: 34.99 Requisition Number: 262344

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature: Norma L Longoria Print Name: Norma L. Longoria Date: 8/22/14

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

Signature: [signature] Print Name: Valde Guerra Date: 8/26/14

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 400 Share Unl. @ 29.99 + 5.00 = 34.99 /mo

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=187164,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: WIC Dept#: 350

Quantity: (956) 578-5972 American Choice 400 shared minutes

Service: $ 29.99 /mo (x) 1 months = 29.99 Account: 4.1292.441.00.350.001.4 -532

Service: $ 5.00 /mo (x) 1 months = 5.00 Account:_____ -619/664

Requisition Total: 34.99 Requisition Number: 262344

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Norma L Longoria — Norma L. Longoria — 8/22/14

Signature — Print Name — Date

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

_____ — Valde Guerra — 8/26/14

Signature — Print Name — Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 400 Share Unl. @ 29.99 + 5.00 = 34.99/mo.

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

☐ Approved Date: _____ ☐ Disapproved

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: WIC Dept#: 350

Quantity: (956) 720-1794 Nationwide talk... Unlimited Anytime

Service: $53.89/mo (x) 1 months = 5389 Account: 4.1292.441.00-350.00.14-532

Service: $5.00/mo (x) ____ months = 5.00 Account:_____-619/664

Requisition Total: 58.89 Requisition Number: 262346

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Norma L Longoria — Signature | Norma Longoria — Print Name | 8/22/14 — Date

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

_____ — Signature | Valde Guerra — Print Name | 8/26/14 — Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Talk Unl. Anytime Mins @ 53.89 + 5.00 = 58.89/mo.

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

☐ Approved Date: _____ ☐ Disapproved

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: WIC Dept#: 350

Quantity: (956) 279-7860 Nationwide talk. unlimited anytime

Service: $ 53.89 /mo (x) 1 months = 53.89 Account: 4.1292.441.00.350.1.4 -532

Service: $ 5.00 /mo (x) 1 months = 5.00 Account:_____ -619/664

Requisition Total: 58.89 Requisition Number: 26234

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Norma L Longoria (Signature) | Norma L. Longoria (Print Name) | 8/22/14 (Date)

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

(Signature) | Valde Guerra (Print Name) | 8/26/14 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Talk Unl. Anytime Mins. @53.89 + 5.00 = 58.89/month

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

☐ Approved Date: _____ ☐ Disapproved

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

Revised: 03/09/2011

Requisition
W.I.C. PROGRAM

Req # 00262346
PO #
Date: 08/22/14

Bill To: x
x

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

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: mgonzalez
956-381-4646

Contract No:

Special Instructions:
CC: 9/9/14

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		OFFICE USE DO NOT DUPLICATE ORDER		
2.00	EACH	NATIONWIDE TALK UNLIMITED ANYTIME MINUTES FOR THE (956)720-1796 & (956)279-7850 FOR THE MONTH OF SEPTEMBER 2014 GRANT ENDS. WILL ENCUMBER ADDITIONAL MONTHS WITH NEW GRANT 2015. 53.89 MONTHLY PLAN +5.00 FEE= 58.89 PER PHONE	58.89	117.78
2.00	EACH	AMERICAN CHOICE 400 SHARE UNLIMITED FOR THE (956)578-5972 & (956)907-4743 FOR THE MONTH OF SEPTEMBER 2014 GRANT WILL ENCUMBER THE REST OF MONTHS WITH NEW GRANT FY 2015. 29.99PLAN + 5.00 FEE = 34.99 MONTHLY CHARGE PER PHONE	34.99	69.98
1.00	EACH	DATA CARD FOR THE (956)929-1042 FOR THE MONTH OF SEPTEMBER 2014. WILL ENCUMBER ADDITIONAL MONTHS WITH NEW GRANT	37.99	37.99
		Account No	Encumbrance	
		4-1292-441-00-350-001-4-532	225.75	
			Freight	.00
			Total	225.75
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-46384 **Urban County 15. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Amanda V. Flores **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program (UCP) is requesting consideration and approval to adopt a **Citizen Complaint Procedure**. The following grants must comply with this document: Emergency Solution Grant Program, HOME Program, Texas Department of Agriculture, Community Development Block Grant, General Land Office, and the Texas Department of Rural Affairs.

BACKGROUND

Urban County Program will utilize the Citizen Complain Procedures to fulfill the requirements for all grants administered throughout the Urban County Program. A person who has a comment or complaint about services funded throughout these programs may submit a comment or complaint in writing to the Urban County Program Director.

Attachments

Citizen Complaint Procedures

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 02:47 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 09/05/2014 02:32 PM

Final Approval Date: 09/05/2014

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

CITIZEN COMPLAINT PROCEDURES

The following citizen complaint procedures adopted by the County of Hidalgo County Urban County Program (hereinafter called "Urban County") are intended to provide a timely written response to air complaints and grievances made against the Urban County Program efforts:

1. A person who has a comment or complaint about the services funded or to be funded by the Urban County Program administered by the Director of the Urban County Program; may submit such comment or complaint in writing to the Director.
2. The Director shall, within five work days of receiving the comments or complaints, conduct an investigation and determine an appropriate response. The Director will advise the person who made said comments or complaints, in writing. If, for any reason this cannot be done, the Director will, within ten working days of receiving the comment or complaint, advise the person making the comment or complaint, in writing, why the response cannot be provided within ten working days of receiving the comment or complaint and when a response can be expected.
3. The Director shall notify the person who made the comment or complaint, in writing, of the final results of any investigation. Unless unusual circumstances interfere, all investigative action and reports documenting the findings should be accomplished prior to the 30th working day after the comment or complaint was originally received. Should this final response be delayed, the person making the comment or complaint, shall be advised in writing, including the problems being encountered and a new date for final resolution of the comment or complaint.
4. If the person who has a comment or complaint is not satisfied with the Director's response the person may notify the County Judge of Hidalgo County in writing specifying the reason for the person's dissatisfaction with the Director's response.
5. A copy of the above outlined comment and/or complaint procedures can be obtained at either the offices of Urban County or the County Judge, between the hours of 8:30 A.M. and 4:30 P. M., Monday through Friday (except holidays).

Passed Adopted and Ordered by the Commissioners' Court of Hidalgo County, State of Texas, on the 9th day of September, 2014.

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

AI-46288 **Urban County 15. B.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Patricio Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program, on behalf of the Precinct No. 3, is requesting approval of a best and final negotiated contract for surveying services with CVQ Land Surveyors LLC, in the amount of $27,000.00 utilizing Texas General Land Office (GLO) funds for drainage improvements.

BACKGROUND

CVQ Land Surveyors LLC, was the highest ranked firm by Commissioner's Court on August 12, 2014. Contract approval in the amount of $27,600.00 is being requested for surveying services and legal counsel has approved the form contract as of February 28, 2013. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Firm:	CVQ Land Surveyors LLC
Contract Amount:	$27,600.00
Funds Available:	$27,600.00
Account No.:	6540-60-0100-5175-6004

Attachments

CVQ Agreement Contract revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 04:13 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 09/02/2014 03:27 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 9th day of **September, 2014**, by and between the **Urban County Program** (hereinafter called the "Party") and **CVQ Land Surveyors, LLC** (hereinafter called the "Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **Penitas Drain Project** located within **Hidalgo County Precinct No. 3,** and

WHEREAS, Hidalgo County has received funds from the Texas General Land Office to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Surveying Services; and

WHEREAS, the Surveyor, duly licensed and registered to practice surveying in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Surveyor to render certain services in connection therewith;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein

contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to the Party "Surveying services" for and in connection to the: **Penitas Drain Project** located within **Hidalgo County Precinct No. 3,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor".

2. **Term**. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **September 9, 2014,** expiring, **September 8, 2015** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for the Project.

The Party assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the Party for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the Party agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and

records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of the written notice to proceed, the Surveyor shall undertake and complete the authorized work. The Party or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the Party or at other agreed upon locations.

6. Inspection of Work. The Party has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The Party retains the right to reject any such amendment proposed by the Surveyor unless the Party finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Surveyor, the Party shall require the Surveyor to correct the work at no cost to the Party and without amendment to the agreement. If the changes are made at the request of the Party and are not due to errors of the Surveyor, the Party will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If

payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the Party in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Party or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Party without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the Party under this agreement.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo Party policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo Party, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo Party's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The Party may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then Party shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the

parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Party and Surveyor, and not otherwise.

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify Party from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been

theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County Urban County Program Attention: Diana R. Serna 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516
If to Surveyor:	CVQ Land Surveyors LLC Attention: Carlos Vasquez, R.P.L.S. P.O. Box 5066 McAllen, Texas 78502

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

24. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Agreement by Party and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Party and Surveyor in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the Party does not appropriate sufficient funds to meet to the obligations of this Agreement, the

Party may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The Party agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Surveyor** and the **Party** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2014.

BY:
Alfonso Quintanilla, President

Firm Name:	**CVQ Land Surveyors LLC**
Address:	**P.O. Box 5066**
City/ST/ZIP:	**McAllen, TX 78502**
FED ID #/SS #:	**26-0152586**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ____ day of_____, 2014___, by _____of and on behalf of _____
,
(title)(a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: _____
Stephen L. Crain

ATTACHMENTS:
EXHIBIT A -Scope of Services to be provided by the Surveyor & Surveying Rate Schedule

EXHIBIT "A"

Scope of Services to be provided by the Surveyor &
Surveying Rate Schedule

LAND SURVEYORS

LLC

September 2, 2014

HIDALGO COUNTY
URBAN COUNTY
Diana R. Serna, Director
427 E. Duranta Ave.
Alamo, Texas 78516

Ref.: Prepare ROW map and parcel plats with metes and bounds description on eight (8) new parcel and seven (7) revised parcels for the Peñitas Drain Project, Peñitas, Texas

Miss Serna:

Following is the brake down of the cost to perform a ROW survey on the above project is a lump sum of $ 27,600.00. ($2400.00/New Parcel - $1200.00/Revise Parcel)

This project will deliver within 25 working days from the order to proceed. If you should have any concerns or question on the above, please call me.

Sincerely,

Carlos Vásquez, R.P.L.S.
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

EXHIBIT "A"

Services to be provided by the Surveyor

BOUNDARY SURVEYS

The location and marking of property corners, boundary lines and/or easements of a tract of land, including the necessary deed research, filed work, computations and analysis of the finding to establish the boundary as per rules and regulations of Texas Board of Professional Land Surveyors.

ROW SURVEYS

A boundary survey of a proposed roadway by creating an overall right-of-way map, parcel plats, metes and bounds and lot reports of each parcel of the proposes roadway or easement, for all the individual tracts of land that the proposed roadway or easement will traverses through.

CONTROL SURVEY

Establish Horizontal and Vertical control to be used for boundary and topographic Surveys, construction staking and aerial photography and related purposes.

CONSTRUCTION STAKING

Support by locating the location of propose improvements for roads, buildings, parking lots pipelines, drain ditches, etc. as per proposed plans.

TOPOGRAPHIC SURVEYS

Location of existing improvements and elevation of a tract of land.

As-BUILT SURVEYS

Verification and locations of all improvements and elevations of tract of land.

UTILITIES SURVEYS

Survey to establish XYZ locations of existing utilities.

EXHIBIT "B"

Surveying Hourly Rate Schedule

R.P.L.S.	$ 150.00/hr
Survey Technician	$ 130.00/hr
Three (3) Men Crew	$ 125.00/hr
Two (2) Men Crew	$ 110.00/hr
CAD Technician	$ 85.00/hr
Administration	$ 60.00/hr
Research	$ 50.00/hr

NON-LABOR will be charge at cost + 10%

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2013

PRODUCER
Paul Perez Insurance Agency
1540 Dove Ave
McAllen, Tx 78504
956-687-8940

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CARLOS VASQUEZ
CVQ LAND SURVEYORS LLC
P.O. BOX 5066
MCALLEN, TX 78502

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ATLANTIC CASUALTY	
INSURER B: FARMERS INSURANCE	
INSURER C: TEXAS MUTUAL INSURANCE	
INSURER D: ADMIRAL INS. CO.	
INSURER E: SSUGA ADMIRAL	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	L076001051	10/29/12	10/29/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ INCL
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	075927102	10/21/13	10/21/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO	N/A			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
E	X	EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	BRO18172012	10/29/12	10/29/14	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	20030823	08/23/13	08/23/14	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
D		OTHER PROFESSIONAL LIABILITY	EO000013438-03	03/29/13	03/29/14	LIMIT: 1,000,000 OCC AGG: 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

LAND SURVEYOR
Certificate Holder is named as additional insured and a waiver of subrogation will apply.

CERTIFICATE HOLDER

HIDALGO COUNTY
Attn: Purchasing Department
2812 S. Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CVQLAND-01 BAREL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2014

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	CONTACT NAME:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Landmark American Ins Co	
INSURED	INSURER B:	
CVQ Land Surveyors, LLC 517 Beaumont McAllen, TX 78501	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[X] CLAIMS-MADE [ ] OCCUR			LHR744391	03/29/2014	03/29/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Professional Liab.						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						PER CLAIM LIMIT	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

HIDALGO COUNTY
Attn: Purchasing Department
2812 S. Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CVQLAND-01 RODRO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/25/2014

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	CONTACT NAME:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CVQ Land Surveyors, LLC
P.O. Box 5066
Mcallen, TX 78502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						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 Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y]	N/A		SBP-0001135986	08/23/2014	08/23/2015	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY
Attn: Purchasing Department
2812 S. Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

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)
Carlos Vasquez

Business name/disregarded entity name, if different from above
CVQ Land Surveyors, LLC

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) ▶ S

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P. O. Box 5066

Requester's name and address (optional)

City, state, and ZIP code
McAllen, Texas 78502

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
2	6	–	0	1	5	2	5	8	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ | Date ▶ September 2, 2014

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.

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.**

Carlos Vasquez/CVQ Land Surveyors, LLC

2 [X] **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.**

No addiliation or business with any employee or contractor of Hidalgo County Urban County Program

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 [X] 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 [X] 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 [X] 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

September 2, 2014

Date

Adopted 06/29/2007

Texas Department of Transportation

THE STATE OF TEXAS

Texas Unified Certification Program
TUCP

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a DBE in accordance with Federal Regulations 49 CFR, Part 26

CVQ LAND SURVEYORS (15296)

Issuance Date: January 3, 2007

This Certificate is subject to suspension or revocation, and DBE information is verified annually upon the issuance month.

Jana Sweet

Director, Business Opportunity Programs Office

View assistance for SAM.gov

Search Results

Current Search Terms: cvq* land* surveyors*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1972.20140711-1717

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

AI-46291 **Urban County 15. C.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Patricio Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. The Hidalgo County Urban County Program is requesting approval to apply for a "Discharge Permit" from the Hidalgo and Cameron Counties Irrigation District No. 9 and pay the permit fee in the amount of $250.00 utilizing the Texas General Land Office (GLO) funds for drainage improvements.

2. Approval to authorize Diana Serna, Director for the Hidalgo County Urban County Program to sign the Hidalgo and Cameron Counties Irrigation District No. 9 "application for discharge permit".

BACKGROUND

The Hidalgo and Cameron Counties Irrigation District No. 9 "Application for Discharge Permit" is needed for the proposed storm water discharge located at 800 feet east of Mile 4 Rd. W. and Monte Cristo Rd Intersection (Bar 3). This permit is related to the GLO Round 2.1 project known as the "Delta Area Connector/ East Lateral in Precinct No. 1.

Application Amount:	$250.00
Funds Available:	$250.00
Account No.:	6540-62-0100-5000-6200

Attachments

District No. 9 Application Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 04:19 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 09/02/2014 03:47 PM

Final Approval Date: 09/05/2014

Hidalgo and Cameron Counties Irrigation District No. 9

Mercedes, Texas

P.O. BOX 237, 956-565-2411

Application for Discharge Permit

Permit: 2014-DP _____

Date: 8/28/2014

Requesting Entity: Tony Barco, Deputy Director — Hidalgo County Urban County Program

Contact Name: Jessica M. Mendoza, PE

Contact Phone: 956-702-8880

Legal Description of Proposed Discharge Location: _____

Address of Proposed Discharge Location: 800 feet east of Mile 4 Rd W & Monte Cristo Rd intersection.

State Plane Coordinates of the Discharge: X 1156123.2152 ft Y 16639913.1535

End of Crossing: X _____ ft Y _____

Description of Work: (Attach Separate Sheet if Needed: 24 inch outfall

Estimated Start Date: 11/01/2014

Estimated Completion Date: 04/01/2015

Sketch of the Discharge Below: (Attach Separate Sheet if Needed)

See attached plan sheets.

GENERAL DISTRICT REQUIREMENTS : Application must be completed and signed before construction begins. The locations of construiction shall be clearly marked so that the District Employees can locate the site for inspection. Applicant shall maintain insurance in the amount of minimum $1,000,000 and shall list the District as additional insured.
Applicant agrees to follow all District policies and Procedures along with the Bureau of Reclamantion Engineering and O&M Guidelines for Crossings, latest pubication.
Applicant agree to Hold District Harmless and shall be saved and held Harmless by Applicant from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damages to or loss of property, personal or real, arising out or attributed, dirtectly or indirectly, to the operations of Applicant.

Additional District Requirements on Proposed Construction:

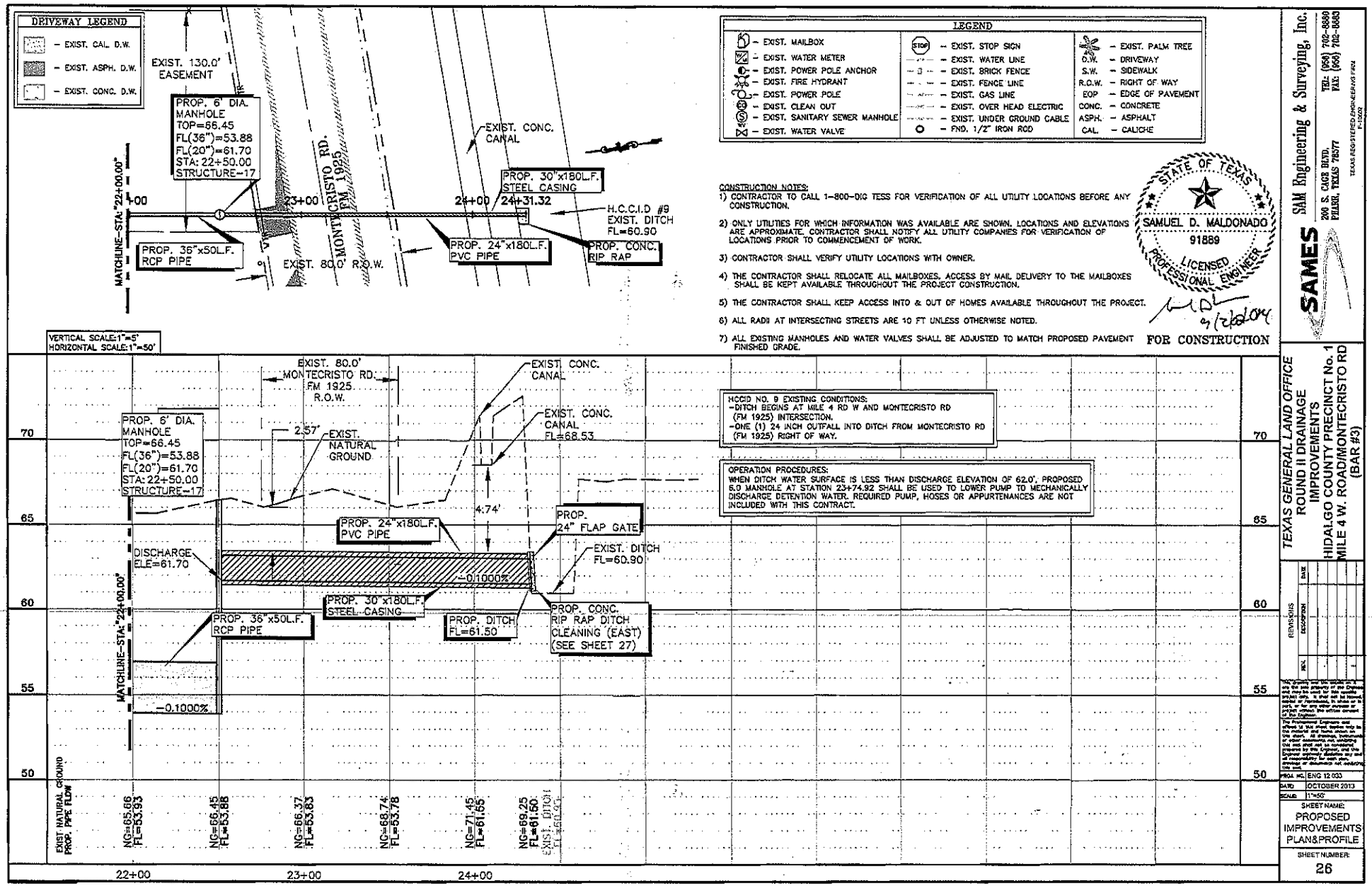
A Permit fee is required before Construction Commences on all work: 2014 Permit Fee is $250.00

Applicants Signature: _____ Date: _____
District Signature: _____ Date: _____

Fee Received by: _____ Date: _____

Field Approval by: _____ Date: _____

Approved Completion by: _____ Date: _____



LEGEND

EXIST. MAILBOX	EXIST. STOP SIGN	EXIST. PALM TREE
EXIST. WATER METER	EXIST. WATER LINE	D.W. - DRIVEWAY
EXIST. POWER POLE ANCHOR	EXIST. BRICK FENCE	S.W. - SIDEWALK
EXIST. FIRE HYDRANT	EXIST. FENCE LINE	R.O.W. - RIGHT OF WAY
EXIST. POWER POLE	EXIST. GAS LINE	EOP - EDGE OF PAVEMENT
EXIST. CLEAN OUT	EXIST. OVER HEAD ELECTRIC	CONC. - CONCRETE
EXIST. SANITARY SEWER MANHOLE	EXIST. UNDER GROUND CABLE	ASPH. - ASPHALT
EXIST. WATER VALVE	FND. 1/2" IRON ROD	CAL. - CALICHE

CONSTRUCTION NOTES:

1) CONTRACTOR TO CALL 1-800-DIG TESS FOR VERIFICATION OF ALL UTILITY LOCATIONS BEFORE ANY CONSTRUCTION.
2) ONLY UTILITIES FOR WHICH INFORMATION WAS AVAILABLE ARE SHOWN. LOCATIONS AND ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATIONS PRIOR TO COMMENCEMENT OF WORK.
3) CONTRACTOR SHALL VERIFY UTILITY LOCATIONS WITH OWNER.
4) THE CONTRACTOR SHALL RELOCATE ALL MAILBOXES. ACCESS BY MAIL DELIVERY TO THE MAILBOXES SHALL BE KEPT AVAILABLE THROUGHOUT THE PROJECT CONSTRUCTION.
5) THE CONTRACTOR SHALL KEEP ACCESS INTO & OUT OF HOMES AVAILABLE THROUGHOUT THE PROJECT.
6) ALL RADII AT INTERSECTING STREETS ARE 10 FT UNLESS OTHERWISE NOTED.
7) ALL EXISTING MANHOLES AND WATER VALVES SHALL BE ADJUSTED TO MATCH PROPOSED PAVEMENT FINISHED GRADE.

HCCID NO. 9 EXISTING CONDITIONS:
-DITCH BEGINS AT MILE 4 RD W AND MONTECRISTO RD (FM 1925) INTERSECTION.
-ONE (1) 24 INCH OUTFALL INTO DITCH FROM MONTECRISTO RD (FM 1925) RIGHT OF WAY.

OPERATION PROCEDURES:
WHEN DITCH WATER SURFACE IS LESS THAN DISCHARGE ELEVATION OF 62.0', PROPOSED 6.0 MANHOLE AT STATION 23+74.92 SHALL BE USED TO LOWER PUMP TO MECHANICALLY DISCHARGE DETENTION WATER. REQUIRED PUMP, HOSES OR APPURTENANCES ARE NOT INCLUDED WITH THIS CONTRACT.

STATE OF TEXAS
SAMUEL D. MALDONADO
91889
LICENSED
PROFESSIONAL ENGINEER
9/26/2014
FOR CONSTRUCTION

SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD.
PHARR, TEXAS 78577
TEL: (956) 702-8880
FAX: (956) 702-8883
TEXAS REGISTERED ENGINEERING FIRM F-13023
SAMES

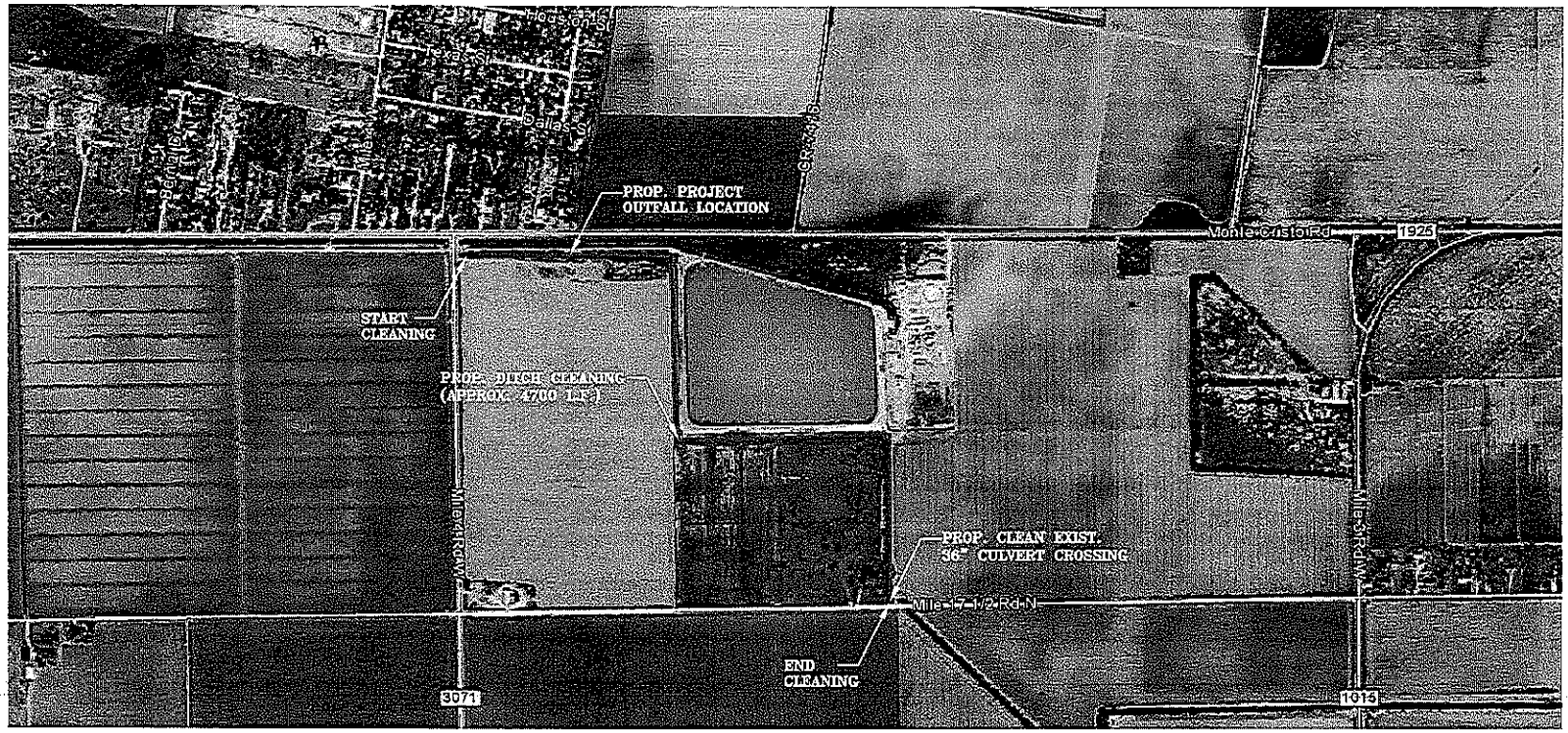
TEXAS GENERAL LAND OFFICE
ROUND II DRAINAGE IMPROVEMENTS
HIDALGO COUNTY PRECINCT No. 1
MILE 4 W. ROAD/MONTECRISTO RD (BAR #3)

REVISIONS		
BY	DESCRIPTION	DATE

PROJ. NO.: ENG 12 033
DATE: OCTOBER 2013
SCALE: 1"=50'

SHEET NAME:
PROPOSED IMPROVEMENTS PLAN&PROFILE

SHEET NUMBER:
26



NOTE:

1. CLEANING OF DITCH LIMITS AS SHOWN ON THIS EXHIBIT SHALL BE DONE IN ACCORDANCE TO HCCID No. 9 RULES & REGULATIONS.
2. HCCID No.9 SHALL BE NOTIFIED WHEN CONSTRUCTION IN THE AREA COMMENCES.

DITCH CLEANING LOCATION MAP

STATE OF TEXAS
SAMUEL D. MALDONADO
91889
LICENSED PROFESSIONAL ENGINEER

9/2/2014
FOR CONSTRUCTION

SAMES
SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD.
PHARR, TEXAS 78577
TEL: (956) 702-0880
FAX: (956) 702-0883
TEXAS REGISTERED ENGINEERING FIRM F-10022

TEXAS GENERAL LAND OFFICE
ROUND II DRAINAGE IMPROVEMENTS
HIDALGO COUNTY PRECINCT No. 1

REVISIONS			
SEQ.	DESCRIPTION	DATE	

PROJ. NO.: ENG 12 033
DATE: OCTOBER 2013
SCALE: N/A
SHEET NAME: BERNAL HEIGHTS DITCH CLEANING LOCATION MAP
SHEET NUMBER: 27

AI-46275 **Urban County 15. D.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Patricio Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract for the Professional Appraisal **Review Services** with **HLH Appraisal Services** in the amount of $450.00 for each appraisal review report of each parcel (8 parcels) utilizing the Texas General Land Office (GLO) Round 2.1 funds for the **Penitas Drain project** located within Precinct No. 3.

BACKGROUND

HLH Appraisal Services was ranked the sole member "qualified" firm by Commissioner's Court on August 26, 2014. Contract approval in the amount of $450.00 for an estimated total of 8 parcels is being requested for Professional Appraisal Review Services. Legal counsel has approved the contract form as of 04/22/2013. Please note that the number of parcels within this project may vary and are contingent upon any future changes related to the acquisition associated with this project. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Firm:	HLH Appraisal Services
Contract Amount:	$3,600.00 ($450.00 X estimated 8 parcels)
Funds Available:	$3,600.00
Account No.:	6540-60-0100-5000-6000

Attachments

HLH Backup Appraisal Review Services

HLH Agreement Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 03:16 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 09/02/2014 01:04 PM

Final Approval Date: 09/05/2014

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

August 28, 2014

Mr. P. R. Avila II
Hidalgo County-Urban County Program
427 E. Duranta Avenue
Alamo. TX. 78516

RE: Letter of Best and Final Offer for "Appraisal Review Services" for Precinct 3 GLO Disaster Recovery Project known as the Penitas Drain Project, Hidalgo County, Precinct No. 3.

Dear Mr. Avila:

This letter is in reference to your request of August 26, 2014 requesting my Scope of Services, Proposed Rate/Fee Schedule, W9 Form, Certificate of Debarment, Conflict of Interest Form and Certificates of Insurance in connection with the above Penitas Drain Project, Hidalgo County, Texas.

Exhibit A- The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on the above project. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Urban County Program.

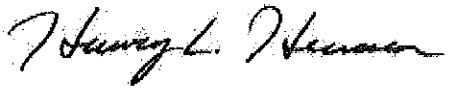
Exhibit A-My fee schedule for this project is $450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County Urban County Program. **This is my best and final offer of my Scope of Services and proposed fee schedule for appraisal review services for this project.**

Also, attached are the originals of Form W9, Certificate of Debarment, the current up to date copy of the Conflict of Interest Questionnaire Form and Insurance Certificates.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

Form **W-9**
(Rev. August 2013)
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)
Harvey L. Heerssen

Business name/disregarded entity name, if different from above
dba HLH Appraisal Services

Check appropriate box for federal tax classification:
[X] 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) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
6107 Aberton Forest Drive

Requester's name and address (optional)

City, state, and ZIP code
Houston, TX. 77084

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
4 6 2 - 6 6 - 4 8 7 2

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Harvey L. Heerssen Date ▶ 8-28-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: Harvey L. Heerssen

Print Name: dba HLH Appraisal Services

Title: Owner

Telephone Number: 281-855-7763

Date: 8-28-14

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2014

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	CONTACT NAME: DANA DAMICO	
LIA ADMIN. & INSURANCE SERVICES 1600 ANACAPA STREET SANTA BARBARA, CA 93101	PHONE (A/C, No, Ext): 805-963-6624	FAX (A/C, No): 805-962-0652
	E-MAIL ADDRESS: DANA@LIABILITY.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: LIBERTY SURPLUS INSURANCE CORP	10725
INSURED HLH APPRAISAL SERVICES HARVEY L. HEERSSEN 6107 ABERTON FOREST DRIVE HOUSTON, TX 77084 166125	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 ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			LSI012626-002	04/14/2014	04/14/2015	$1,000,000 EACH CLAIM $2,000,000 AGGREGATE	

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

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY
POLICY INCLUDES A WAIVER OF SUBROGATION (REFER TO VI. CONDITIONS (L) SUBROGATION OF THE LIBERTY POLICY)

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPARTMENT
2812 S. HIGHWAY, BUS. 281
EDINBURG, TX 7853

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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AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
STANLEY MCDONALD AGCY IL, INC/PHS		HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES
POLICY NUMBER		6107 ABERTON FOREST DR
SEE ACORD 25		HOUSTON TX 77084
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25
SEE ACORD 25		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate holder per the Business Liability Coverage Form SS0008 attached to this policy. County of Hidalgo are listed as additional insured. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2014

THIS CERTIFICATEIS 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 SUBROGATIONIS 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:	
STANLEY MCDONALD AGCY IL, INC/PHS 715004 P:(866) 467-8730 F:(877) 538-8295 PO BOX 29611 CHARLOTTE NC 28229	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (877) 538-8295
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Sentinel Ins Co LTD	11000
INSURED	INSURER B:	
HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON TX 77084	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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X	X	41 SBM ZP3811	04/14/2014	04/14/2015	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	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						PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE- EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
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

Mar Mallon

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STANLEY MCDONALD AGCY IL, INC/PHS
PO BOX 29611
CHARLOTTE NC 28229

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HIGHWAY 281
EDINBURG TX 78539

Allstate
You're in good hands.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2014

PRODUCER	THIS CERTIFICATION 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.	
Pisani and Associates 8588 Hwy 6 North Houston, TX 77095 281-855-7115	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Allstate Insurance	
Harvey L. Heersen DBA HLH Appraisal Services 6107 Aberton Forest Drive Houston, TX 77084	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		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	$
							$
A		AUTOMOBILE LIABILITY	048963714 BAP	04/16/2014	04/16/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER ☐	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER Professional Liability	LSI012626-002	04/14/2014	04/14/2015	$1,000,000 Each Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2010 Ford F-150

1FTEW1C87AFD03660
Endorsed with Hidalgo County as an additional insured and with a waiver if subrogation in favor of Hidalgo County.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Purchasing Department 2812 South Highway, BUS 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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82853-2

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.**

Harvey L. Heerssen dba HLH Appraisal Services

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.**

None
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 Not Applicable

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 Not Applicable

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 Not Applicable

D. Describe each employment or business relationship with the local government officer named in this section.

4

Harvey L. Heerssen
Signature of person doing business with the governmental entity

8-28-14
Date

Adopted 06/29/2007

View assistance for SAM.gov

Search Results

Current Search Terms: hlh* appraisal* services*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the **9th** day of **September, 2014**, by and between Hidalgo County, Texas acting by and through **Urban County Program** (hereinafter called the "Party") and **HLH Appraisal Services** (hereinafter called the "Review Appraiser").

W I T N E S S E T H:

WHEREAS, the Party requires "Review Appraisal Services" for **the Penitas Drain** project located **within Hidalgo County, Precinct No. 3**and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, the Party has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the Party requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, the Party has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Party and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to County ***"Review of Appraisal***

Services for projects located within **Hidalgo County Precinct No. 3.** ***In the event the Appraiser does not provide the "Review of Appraisal Services" prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and "Review of Appraisal Services" is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the "Review of Appraisal Services" ordered, Appraiser must advise the Purchasing Department in written notice to authorize and to secure additional time to comply.

2. Non-Exclusive Services of Appraiser. Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract for a period of **one (1) year**, effective **September 9, 2014,** and will expire **September 8, 2015** or unless sooner terminated as provided herein. The Appraiser will not begin to work or incur costs until authorized in writing by the Party with each **"Purchase Order".**

4. Compensation. As consideration for rendering the Services provided for in this Contract, the Party agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the Party and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, the Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo

County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The Party or the Appraiser can request conferences to be provided at the Appraisers office, the office of the Party or at other agreed upon locations.

6. Inspection of Work. The Party has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The Party retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Appraiser, the Party shall require the Appraiser to correct the work at no cost to the Party and without amendment to the contract.

8. Reporting. The Appraiser shall promptly advise the Party in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the Party without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the Party under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The Party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall

furnish department a certificate of insurance, Exhibit “C”, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of the Party.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by the Party, or if Appraiser fails to comply with any conditions in this Contract, then the Party shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by the Party of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the Party and Appraiser, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo

County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify the Party from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, 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 Party:	Hidalgo County Urban County Program Attention: Diana R. Serna 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516
If to Appraiser:	HLH Appraisal Services 6107 Aberton Forest Drive Houston, Texas 77084 281-799-5652

Each notice, demand, request or communication which shall be delivered or mailed in the

manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

. **23. Binding Contract.** This Contract 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 contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by the Party and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the Party and Appraiser in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the Party does not appropriate sufficient funds to meet to the obligations of this Contract, the Party may terminate this Contract upon thirty (30) days written notice to the Surveyor**.** The Party agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of the Party pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Appraiser** and the **Party** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2014.

BY:_____
Harvey L. Heerssen, TX. State Certified General Appraiser

Firm Name:	**Harvey L Heerssen**
Address:	**6107 Aberton Forest Drive**
City/ST/ZIP:	**Houston, TX 77084**
FED ID #/SS #:	**462-66-4872**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ___ day of_____, 20 , by _____of and on behalf of _____ _____,
(title)(a corporation)(a partnership)(a sole proprietorship).

(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Approved as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: Stephen L. Crain

On April 22, 2013

ATTACHMENTS:

EXHIBIT A	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT B	- Basis of Payment
EXHIBIT C	- Certificate of Insurance

EXHIBIT “A”

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

EXHIBIT “B”
BASIS OF PAYMENT

EXHIBIT “C”
CERTIFICATE OF INSURANCE

AI-46099 **Urban County 15. E.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Amanda V. Flores **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.1 is requesting consideration and action to award and enter into a construction contract with Saenz Brothers Construction, LLC (lowest responsible bidder meeting all specifications and Section 3 federal regulations under 24 CFR Part 135) for the Texas General Land Office (GLO Contract No. 12-406-000-6453/DRS210068) Round 2.1 in the amount of $218,163.00. The project consists of flood & drainage improvements within Precinct No.1 for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements Puesta del Sol and Mesquite Acres Subdivisions.

BACKGROUND

Bids were requested and received for Precinct No.1 Flood and Drainage Improvements. Bids were opened at Hidalgo County Purchasing Department on July 30, 2014. After review, the project engineer, Quintanilla, Headley & Associates confirmed that Saenz Brothers Construction, LLC of Donna submitted the lowest bid in the amount of $218,163.00. The project engineer recommended Saenz Brothers Construction, LLC as the lowest responsible bidder. (See attached recommendation letter from Quintanilla, Headley & Associates).

Contractor: Saenz Brothers Construction, LLC
Contractor Amount: $218,163.00
GLO Account Number: 6540-62-0309-5200-6200
Available Funds: $218,163.00

Attachments

HC Pct No.1 GLO Flood & Drainage Project

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 04:50 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 08/20/2014 02:56 PM

Final Approval Date: 09/05/2014

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ✯ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

August 4, 2014

AUG 13 2014

Diana R. Serna, Director
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

Re: Hidalgo County Precinct No. 1 GLO Flood & Drainage Improvements Project Known as "Delta Area Connector/East Lateral" Colonia Infrastructure Improvements II Puesta Del Sol & Mesquite Acres
Bid No.: 6540-60-0309-5100-6200

Dear Ms. Serna:

Bids for the above mentioned project were received and opened on July 30, 2014. Six bids were received and are as follows:

1. Vanguard Engineering	$ 229,447.35
2. Clore Construction, LLC	$ 616,496.91
3. Pega Utilities	$ 354,694.00
4. Texas Cordia Construction	$ 313,223.00
5. Saenz Brothers Construction	$ 218,163.00
6. The 5125 Company	$ 398,765.43

We have reviewed and checked the bids. The low bid read at the bid opening was $218,163.00 by Saenz Brothers Construction. However, in checking the bid submitted by them, there was an error done in their additions and the final bid should have been $ 241,023.00. We contacted the contractor and informed them of their error and they said they would honor the amount that was read out loud at the bid opening of $ 218,163.00.

Due to the fact that the contractor will honor the low bid amount read, we are recommending that this contract be awarded to Saenz Brothers Construction in the amount of $218,163.00, subject to the County Attorney's approval.

Should the attorney not approve this recommendation, we would then recommend awarding to Vanguard Engineering in the amount of $229,447.35.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Manager

124 E. Stubbs, Edinburg, TX 78539★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

SAENZ BROTHERS CONSTRUCTION, LLC

3226 North Victoria Road
Donna, Texas 78537
(956) 464-3400
Fax (956) 464-3401
rchavira@saenzbrothers.com

Aug. 15, 2014

Project Engineer:

Mr. Eulalio Ramirez, P.E.
Quintanilla, Headley & Associates
124 E. Stubbs St.
Edinburg, Texas 78539

Project/Owner:

Urban County Program/Hidalgo County

GLO - Flood & Drainage Improvements

"Delta Area Connector/East lateral" Colonia Infrastructure Improvements II,
Puesta Del Sol and Mesquite Acres.

Mr. Ramirez,

Saenz Brothers Construction LLC, is hereby pleased to advise that we will honor proposed bid submitted on the 30th day of July 2014 for Puesta Del Sol and Mesquite Acres.

We will uphold and honor our low bid of $218,163.00 as stated on bid opening date July 30, 2014 at approximately 9.30 am.

Should you have any questions or require additional information please advise.

Best Regards,

Rafael "Ralph" Chavira
Director of Operations for,
Saenz Brother Construction, LLC.

Fwd: Legal advice on Bid Opening Documents

From : Amanda Flores <amanda.flores@co.hidalgo.tx.us> Mon, Aug 18, 2014 04:56 PM

1 attachment

Subject : Fwd: Legal advice on Bid Opening Documents

To : Diana Serna <diana.serna@ucp.co.hidalgo.tx.us>

Ms. Serna,

I emailed Steve Crain to get his legal advice on the the bid Opening that was held on July 30, 2014. I will proceed with getting agenda item ready for Commissioners' Court.

Thank you,
Amanda Flores

From: "Steve Crain" <scrain@atlashall.com>
To: "Amanda Flores" <amanda.flores@co.hidalgo.tx.us>
Sent: Monday, August 18, 2014 4:50:54 PM
Subject: RE: Legal advice on Bid Opening Documents

You may proceed with the Saenz Bothers bid.

From: Amanda Flores [mailto:amanda.flores@co.hidalgo.tx.us]
Sent: Monday, August 18, 2014 4:41 PM
To: Steve Crain
Cc: Tony Barco; Patricio Avila
Subject: Legal advise on Bid Opening Documents

Mr. Crain,

A bid opening was held on July 30, 2014 at Hidalgo County Purchasing Department. Bids were accepted for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements Project, which includes Puesta del Sol & Mesquite Acres Subdivisions. The low bid that was read out loud by the Purchasing staff was Saenz Brothers Construction in the amount of $218,163.00

Since the bid opening on July 30, 2014, the project engineer Quintanilla, Headley &

Associates reviewed all bid amounts and found a mathematical error in the low bid. The low bid of $218,163.00 should have been $241,023.00.

Please review all documents and advise if we can present to Commissioners' Court for their approval. The documents include the tabulation sheet, engineers recommendation letter and the low bidder's letter.

The engineer discussed the mathematical error with the low bidder, Saenz Brothers Construction and asked if they would do the construction for $218,163.00. The low bidder indicated that they would honor the bid amount of $218,163.00 and submitted a letter addressing what was discussed.

Best Regards,
Antonio Barco
Deputy Director

AB/avf

PDF Saenz Construction.pdf
397 KB

From : Steve Crain <scrain@atlashall.com> Mon, Aug 18, 2014 04:50 PM
Subject : RE: Legal advise on Bid Opening Documents
To : 'Amanda Flores' <amanda.flores@co.hidalgo.tx.us>

You may proceed with the Saenz Bothers bid.

From: Amanda Flores [mailto:amanda.flores@co.hidalgo.tx.us]
Sent: Monday, August 18, 2014 4:41 PM
To: Steve Crain
Cc: Tony Barco; Patricio Avila
Subject: Legal advise on Bid Opening Documents

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Best Regards,
Antonio Barco
Deputy Director

AB/avf

From : Amanda Flores <amanda.flores@co.hidalgo.tx.us>
Mon, Aug 18, 2014 04:41 PM
1 attachment

Subject : Legal advise on Bid Opening Documents

To : Steve Crain <scrain@atlashall.com>

Cc : Tony Barco <antonio.barco@ucp.co.hidalgo.tx.us>, Patricio Avila <patricio.avila@co.hidalgo.tx.us>

Mr. Crain,

A bid opening was held on July 30, 2014 at Hidalgo County Purchasing Department. Bids were accepted for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements Project, which includes Puesta del Sol & Mesquite Acres Subdivisions. The low bid that was read out loud by the Purchasing staff was Saenz Brothers Construction in the amount of $218,163.00

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Best Regards,
Antonio Barco
Deputy Director

AB/avf

PDF Saenz Construction.pdf
397 KB

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. #95534 R.P.L.S. #4656 Eutalio Ramirez, P.E. #77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-8460 Fax (956) 381-0527

Project Name: Hidalgo County Pct. No.1- GLO Flood & Drainage Improvements, "Puesta del Sol & Mesquite Acres"
Owner: Hidalgo County
Date: July 30, 2014 @ 9:30 a.m. @ Hidalgo County Purchaing Dept.

				VG Vanguard Engineering		Clore Construction, LLC		Pega JPS Utilities, LLC	
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
I.	**Puesta del Sol Subdivision**								
1	18" R.C.P.	L.F.	306	37.00	11,322.00	67.10	20,532.60	40.00	12,240.00
2	24" R.C.P.	L.F.	432	41.25	17,820.00	105.05	45,381.60	45.00	19,440.00
3	36" R.C.P.	L.F.	272	73.00	19,856.00	173.10	47,083.20	75.00	20,400.00
4	Type "CC" Inlet	Ea.	10	2,475.00	24,750.00	3,709.17	37,091.70	3,200.00	32,000.00
5	Gate Structure	Ea.	1	12,350.00	12,350.00	54,969.01	54,969.01	55,000.00	55,000.00
6	Cut & Repair Asphalt	L.F.	608	14.50	8,816.00	57.46	34,935.68	40.00	24,320.00
7	Safety End Treatment	Ea.	8	721.00	5,768.00	1,261.48	10,091.84	1,200.00	9,600.00
8	Trench Protection	L.F.	1,417	1.55	2,196.35	7.65	10,840.05	2.00	2,834.00
9	Concrete Rip-Rap (Headwall)	Ea.	1	3,350.00	3,350.00	2,639.61	2,639.61	3,500.00	3,500.00
10	Remove Existing Culvert Pipes	L.F.	200	4.65	930.00	53.20	10,640.00	10.00	2,000.00
11	Traffic Control	L.S.	1	6,700.00	6,700.00	6,000.00	6,000.00	6,000.00	6,000.00
12	Erosion Control	L.S.	1	6,700.00	6,700.00	1,120.97	1,120.97	3,000.00	3,000.00
13	Regrade Road Ditch	L.F.	14,510	1.75	25,392.50	4.13	59,926.30	3.00	43,530.00
14	Clean & Grub Drain Ditch	L.F.	400	5.25	2,100.00	75.07	30,028.00	20.00	8,000.00
II.	**Driveways:**								
1	15" ADS	L.F.	200	20.50	4,100.00	35.27	7,054.00	25.00	5,000.00
2	6" Caliche Base	S.Y.	400	6.75	2,700.00	29.34	11,736.00	15.00	6,000.00
3	1 1/2" Hot Mix	S.Y.	100	7.75	775.00	97.88	9,788.00	25.00	2,500.00
				Subtotal- I:	**$ 155,625.85**		**$ 399,858.56**		**$ 255,364.00**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. #95534 R.P.L.S. #4856 Eulalio Ramirez, P.E. #77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Project Name: Hidalgo County Pct. No.1- GLO Flood & Drainage Improvements, "Puesta del Sol & Mesquite Acres"
Owner: Hidalgo County
Date: July 30, 2014 @ 9:30 a.m. @ Hidalgo County Purchaing Dept.

				VG Vanguard Engineering		Clore Construction, LLC		Pega JPS Utilities, LLC	
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
III.	**Mesquite Acres**								
1	18" R.C.P.	L.F.	442	37.00	16,354.00	64.41	28,469.22	40.00	17,680.00
2	24" R.C.P.	L.F.	178	43.25	7,698.50	100.83	17,947.74	45.00	8,010.00
3	Type "CC" Inlet	Ea.	4	2,475.00	9,900.00	3,709.17	14,836.68	3,200.00	12,800.00
4	Gate Structure	Ea.	1	12,350.00	12,350.00	54,969.01	54,969.01	5,500.00	5,500.00
5	Cut & Repair Asphalt	L.F.	120	14.50	1,740.00	57.46	6,895.20	40.00	4,800.00
6	Safety End Treatment	Ea.	2	725.00	1,450.00	1,261.63	2,523.26	1,200.00	2,400.00
7	Trench Protection	L.F.	620	1.50	930.00	6.69	4,147.80	2.00	1,240.00
8	Concrete Rip-Rap (Headwall)	Ea.	1	3,350.00	3,350.00	2,639.61	2,639.61	3,500.00	3,500.00
9	Remove Existing Culvert Pipes	L.F.	240	4.50	1,080.00	39.92	9,580.80	10.00	2,400.00
10	Traffic Control	L.S.	1	2,100.00	2,100.00	6,000.00	6,000.00	5,000.00	5,000.00
11	Erosion Control	L.S.	1	2,600.00	2,600.00	373.67	373.67	4,000.00	4,000.00
12	Regrade Road Ditch	L.F.	2,600	1.75	4,550.00	4.13	10,738.00	3.00	7,800.00
13	Clean & Grub Drain Ditch	L.F.	400	5.00	2,000.00	75.07	30,028.00	20.00	8,000.00
				Subtotal - I:	**$ 66,102.50**		**$ 189,148.99**		**$ 83,130.00**
IV.	**Driveways:**								
1	15" ADS	L.F.	208	20.50	4,264.00	35.27	7,336.16	25.00	5,200.00
2	6" Caliche Base	S.Y.	420	6.75	2,835.00	29.34	12,322.80	10.00	4,200.00
3	1 1/2" Hot Mix	S.Y.	80	7.75	620.00	97.88	7,830.40	85.00	6,800.00
				Subtotal - I:	**$ 7,719.00**		**$ 27,489.36**		**$ 16,200.00**
				Total (I & II):	**$ 229,447.35**		**$ 616,496.91**		**$ 354,694.00**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. #95534 R.P.L.S. #4856 Eulalio Ramirez, P.E. #77062
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Owner: Hidalgo County
Date: July 30, 2014 @ 9:30 a.m. @ Hidalgo County Purchaing Dept.

				Texas Cordia Construction		Saenz Brothers Construction, LLC			
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
I.	**Puesta del Sol Subdivision**								
1	18" R.C.P.	L.F.	306	64.00	19,584.00	32.00	9,792.00		-
2	24" R.C.P.	L.F.	432	69.00	29,808.00	42.00	18,144.00		-
3	36" R.C.P.	L.F.	272	90.00	24,480.00	59.00	16,048.00		-
4	Type "CC" Inlet	Ea.	10	1,900.00	19,000.00	2,500.00	25,000.00		-
5	Gate Structure	Ea.	1	14,000.00	14,000.00	15,000.00	15,000.00		-
6	Cut & Repair Asphalt	L.F.	608	40.00	24,320.00	9.00	5,472.00		-
7	Safety End Treatment	Ea.	8	600.00	4,800.00	950.00	7,600.00		-
8	Trench Protection	L.F.	1,417	1.00	1,417.00	1.00	1,417.00		-
9	Concrete Rip-Rap (Headwall)	Ea.	1	6,000.00	6,000.00	6,500.00	6,500.00		-
10	Remove Existing Culvert Pipes	L.F.	200	12.00	2,400.00	9.00	1,800.00		-
11	Traffic Control	L.S.	1	5,000.00	5,000.00	1,500.00	1,500.00		-
12	Erosion Control	L.S.	1	4,004.00	4,004.00	2,500.00	2,500.00		-
13	Regrade Road Ditch	L.F.	14,510	2.00	29,020.00	3.00	43,530.00		-
14	Clean & Grub Drain Ditch	L.F.	400	12.00	4,800.00	6.00	2,400.00		-
II.	**Driveways:**								
1	15" ADS	L.F.	200	20.00	4,000.00	25.00	5,000.00		-
2	6" Caliche Base	S.Y.	400	12.00	4,800.00	9.00	3,600.00		-
3	1 1/2" Hot Mix	S.Y.	100	40.00	4,000.00	12.00	1,200.00		-
				Subtotal- I:	**$ 201,433.00**		**$ 166,503.00**		**$ -**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. #95534 R.P.L.S. #4858 Eulalio Ramirez, P.E. #77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Project Name: Hidalgo County Pct. No.1- GLO Flood & Drainage Improvements, "Puesta del Sol & Mesquite Acres"
Owner: Hidalgo County
Date: July 30, 2014 @ 9:30 a.m. @ Hidalgo County Purchaing Dept.

				Texas Cordia Construction		Saenz Brothers Construction, LLC			
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
III.	**Mesquite Acres**								
1	18" R.C.P.	L.F.	442	64.00	28,288.00	32.00	14,144.00		-
2	24" R.C.P.	L.F.	178	69.00	12,282.00	42.00	7,476.00		-
3	Type "CC" Inlet	Ea.	4	2,000.00	8,000.00	2,500.00	10,000.00		-
4	Gate Structure	Ea.	1	12,000.00	12,000.00	6,500.00	6,500.00		-
5	Cut & Repair Asphalt	L.F.	120	60.00	7,200.00	9.00	1,080.00		-
6	Safety End Treatment	Ea.	2	600.00	1,200.00	950.00	1,900.00		-
7	Trench Protection	L.F.	620	1.00	620.00	1.00	620.00		-
8	Concrete Rip-Rap (Headwall)	Ea.	1	5,800.00	5,800.00	6,500.00	6,500.00		-
9	Remove Existing Culvert Pipes	L.F.	240	12.00	2,880.00	9.00	2,160.00		-
10	Traffic Control	L.S.	1	6,000.00	6,000.00	1,500.00	1,500.00		-
11	Erosion Control	L.S.	1	4,000.00	4,000.00	2,500.00	2,500.00		-
12	Regrade Road Ditch	L.F.	2,600	2.00	5,200.00	3.00	7,800.00		-
13	Clean & Grub Drain Ditch	L.F.	400	14.00	5,600.00	6.00	2,400.00		-
				Subtotal - I:	**$ 99,070.00**		**$ 64,580.00**		**$ -**
IV.	**Driveways:**								
1	15" ADS	L.F.	208	20.00	4,160.00	25.00	5,200.00		-
2	6" Caliche Base	S.Y.	420	12.00	5,040.00	9.00	3,780.00		-
3	1 1/2" Hot Mix	S.Y.	80	44.00	3,520.00	12.00	960.00		-
				Subtotal - I:	**$ 12,720.00**		**$ 9,940.00**		**$ -**
				Total (I & II):	**$ 313,223.00**		**$ 241,023.00**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2014

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	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Saenz Brothers Construction, LLC 3226 N Victoria Rd Donna TX 78537	INSURER A: Ironshore Specialty Ins. Co.	
	INSURER B: Allstate County Mutual	ACM
	INSURER C: Texas Mutual Ins. Co.	
	INSURER D: Hanover Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2014-2015 **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			AGS0041901	4/23/2014	4/23/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			648638635	4/23/2014	4/23/2015	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
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001251512	4/23/2014	4/23/2015	[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	Contractors Equipment			IHD992901501	4/30/2014	4/30/2015	Leased or Rented from Others	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: "Puesta del Sol & Mesquite Acres" (Recorded as "Mesquite Subdivision Unit No 1)

CERTIFICATE HOLDER

(956) 464-3401 amanda.flores@co.hidalgo.t

Hidalgo County
2812 S Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO

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CONSTRUCTION CONTRACT

This Agreement entered into this **9th Day of September, 2014** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Saenz Brothers Construction, LLC (a corporation)** (a partnership) (an individual) of **Donna** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**GLO FLOOD & DRAINAGE IMPROVEMENTS PROJECT KNOWN AS "DELTA AREA CONNECTOR/ EAST LATERAL" COLONIA INFRASTRUCTURE IMPROVEMENTS II Puesta del Sol & Mesquite Acres**
PROJECT No.:	**6540-60-0309-5100-6200**
PROJECT DESCRIPTION:	**FLOOD & DRAINAGE IMPROVEMENTS**

heinafter called the project, for the sum of **($218,163.00) – two hundred eighteen thousand one hundred and sixty three dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley & Associates** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(120) One Hundred Twenty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($300.00) three hundred dollars and zero cents**-for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

_____
Name of Signatory
Name of Firm

Name of Firm:_____

Address: _____
_____

Federal I.D./S.S.:_____

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-46056 **Urban County 15. F.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Amanda V. Flores **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.1 is requesting consideration and action to award and enter into a construction contract with Vanguard Engineering, LLC (lowest responsible bidder meeting all specifications and Section 3 federal regulations under 24 CFR Part 135) for the Texas General Land Office Round 2.1 (GLO Contract No. 12-406-000-6453/DRS210068) in the amount of $280,877.50. The project consists of flood & drainage improvements within Precinct No.1, Hidalgo County for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements for Olivarez #4, Olivarez #10, and Sunrise Subdivision.

BACKGROUND

Bids were requested and received for Precinct No.1 Flood and Drainage Improvements. Quintanilla, Headley & Associates prepared specification packages. Bids were opened at Hidalgo County Purchasing Department on July 30, 2014. After review, the project engineer confirmed that Vanguard Engineering, LLC of Weslaco submitted the lowest bid in the amount of $280,877.50. After review, the project engineer recommended Vanguard Engineering, LLC as the lowest responsible bidder. (See attached recommendation letter from Quintanilla, Headley & Associates).

Contractor: Vanguard Engineering, LLC
Contractor Amount: $280,877.50
GLO Account Number: 6540-62-0309-5200-6200
Available Funds: $280,877.50

Attachments

HC Pct No.1 GLO Flood

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/19/2014 02:04 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 08/18/2014 03:23 PM

Final Approval Date: 09/05/2014

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

August 4, 2014

Diana R. Serna, Director
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

AUG 13 2014

OL

Re: Hidalgo County Precinct No. 1 GLO Flood & Drainage Improvements Project Known as "Delta Area Connector/East Lateral" Colonia Infrastructure Improvements II Olivarez No. 4 & No. 10 and Sunrise Subdivision
Bid No.: 6540-60-0309-5100-6200

Dear Ms. Serna:

Bids for the above mentioned project were received and opened on July 30, 2014. Seven bids were received and are as follows:

1. Saenz Brothers Construction	$ 323,971.00
2. The 5125 Company	$ 544,444.44
3. Pega JPS Utilities	$ 403,110.00
4. Castle Construction, LLC	$ 329,541.00
5. Clore Construction, LLC	$ 624,242.77
6. Vanguard Engineering	$ 280,877.50
7. Texas Cordia	$ 370,210.00

We have reviewed and checked the bids and they are correct.

We are recommending that this contract be awarded to the lowest responsive bid from Vanguard Engineering in the amount of $280,877.50.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Manager

124 E. Stubbs, Edinburg, TX 78539★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. #95534 R.P.L.S. #4856 Eulalio Ramirez, P.E. #77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Project Name: Hidalgo County Pct. No.1- GLO Flood & Drainage Improvements, "Sunrise Subdivision, Olivarez 4 & Olivarez 10.
Owner: Hidalgo County
Date: July 30, 2014 @ 9:30 a.m. @ Hidalgo County Purchaing Dept.

				Saenz Brothers Construction, LLC		The 5125 Company		Pega JPS Utilities, LLC	
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
I.	**Sunrise Subdivision**								
1	18" R.C.P.	L.F.	400	32.00	12,800.00	100.00	40,000.00	40.00	16,000.00
2	24" R.C.P.	L.F.	510	42.00	21,420.00	110.00	56,100.00	45.00	22,950.00
3	30" R.C.P.	L.F.	556	54.00	30,024.00	120.00	66,720.00	69.00	38,364.00
4	36" R.C.P.	L.F.	566	62.00	35,092.00	135.00	76,410.00	75.00	42,450.00
5	42" R.C.P.	L.F.	267	72.00	19,224.00	160.00	42,720.00	99.00	26,433.00
6	Type "CC" Inlet	Ea.	12	2,500.00	30,000.00	2,500.00	30,000.00	3,800.00	45,600.00
7	Gate Structure	Ea.	1	22,000.00	22,000.00	23,309.44	23,309.44	4,500.00	4,500.00
8	Manhole with Grate Lid	Ea.	1	3,750.00	3,750.00	3,500.00	3,500.00	3,500.00	3,500.00
9	Cut & Repair Asphalt	L.F.	608	12.00	7,296.00	35.00	21,280.00	45.00	27,360.00
10	Safety End Treatment	Ea.	6	950.00	5,700.00	1,500.00	9,000.00	1,500.00	9,000.00
11	Trench Protection	L.F.	2,555	1.00	2,555.00	1.00	2,555.00	2.00	5,110.00
12	Concrete Rip-Rap (Headwall)	Ea.	1	9,500.00	9,500.00	7,500.00	7,500.00	35.00	35.00
13	Remove Existing Culvert Pipes	L.F.	170	9.00	1,530.00	5.00	850.00	10.00	1,700.00
14	Traffic Control	L.S.	1	2,500.00	2,500.00	2,500.00	2,500.00	6,000.00	6,000.00
15	Erosion Control	L.S.	1	2,500.00	2,500.00	2,500.00	2,500.00	5,000.00	5,000.00
16	Regrade Road Ditch	L.F.	14,000	3.00	42,000.00	3.00	42,000.00	3.00	42,000.00
17	Clean & Grub Drain Ditch	L.F.	400	6.00	2,400.00	10.00	4,000.00	20.00	8,000.00
II.	**Driveways:**								
1	15" ADS	L.F.	232	25.00	5,800.00	50.00	11,600.00	24.00	5,568.00
2	6" Caliche Base	S.Y.	420	9.00	3,780.00	20.00	8,400.00	10.00	4,200.00
3	1 1/2" Hot Mix	S.Y.	80	12.00	960.00	35.00	2,800.00	16.00	1,280.00
4	6" Concrete	S.Y.	340	9.00	3,060.00	50.00	17,000.00	85.00	28,900.00
				Subtotal -I:	**$ 263,891.00**		**$ 470,744.44**		**$ 343,950.00**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S. # 4856 Eudaldo Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Project Name: Hidalgo County Pct. No.1- GLO Flood & Drainage Improvements, "Sunrise Subdivision, Olivarez 4 & Olivarez 10.
Owner: Hidalgo County
Date: July 30, 2014 @ 9:30 a.m. @ Hidalgo County Purchaing Dept.

				Saenz Brothers Construction, LLC		The 5125 Company		Pega JPS Utilities, LLC	
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
III.	**Olivarez No.4**								
1	18" R.C.P.	L.F.	90	32.00	2,880.00	100.00	9,000.00	40.00	3,600.00
2	24" R.C.P.	L.F.	60	42.00	2,520.00	110.00	6,600.00	45.00	2,700.00
3	Safety End Treatment	Ea.	3	950.00	2,850.00	1,500.00	4,500.00	1,200.00	3,600.00
4	Concrete Rip-Rap (Headwall)	Ea.	3	6,750.00	20,250.00	2,500.00	7,500.00	3,500.00	10,500.00
5	Traffic Control	L.S.	1	2,500.00	2,500.00	1,500.00	1,500.00	4,000.00	4,000.00
6	Erosion Control	L.S.	1	2,500.00	2,500.00	1,000.00	1,000.00	3,000.00	3,000.00
7	Regrade Road Ditch	L.F.	2,800	3.00	8,400.00	3.00	8,400.00	3.00	8,400.00
				Subtotal- II:	**$ 41,900.00**		**$ 38,500.00**		**$ 35,800.00**
IV.	**Driveways:**								
1	15" ADS	L.F.	360	32.00	11,520.00	50.00	18,000.00	24.00	8,640.00
2	6" Caliche Base	S.Y.	660	9.00	5,940.00	20.00	13,200.00	12.00	7,920.00
3	6" Concrete	S.Y.	80	9.00	720.00	50.00	4,000.00	85.00	6,800.00
				Subtotal- II:	**$ 18,180.00**		**$ 35,200.00**		**$ 23,360.00**
				Total (I & II):	**323,971.00**		**544,444.44**		**$ 403,110.00**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. #95534 R.P.L.S. #4856 Eufelio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Project Name: Hidalgo County Pct. No.1- GLO Flood & Drainage Improvements, "Sunrise Subdivision, Olivarez 4 & Olivarez 10.
Owner: Hidalgo County
Date: July 30, 2014 @ 9:30 a.m. @ Hidalgo County Purchaing Dept.

				Castle Enterprises, LLC		VG Vanguard Engineering		Texas Cordia Construction	
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
I.	**Sunrise Subdivision**								
1	18" R.C.P.	L.F.	400	28.00	11,200.00	38.00	15,200.00	58.00	23,200.00
2	24" R.C.P.	L.F.	510	38.00	19,380.00	43.25	22,057.50	62.00	31,620.00
3	30" R.C.P.	L.F.	556	48.00	26,688.00	51.50	28,634.00	67.00	37,252.00
4	36" R.C.P.	L.F.	566	59.00	33,394.00	73.00	41,318.00	86.00	48,676.00
5	42" R.C.P.	L.F.	267	75.00	20,025.00	80.50	21,493.50	105.00	28,035.00
6	Type "CC" Inlet	Ea.	12	2,500.00	30,000.00	2,475.00	29,700.00	2,000.00	24,000.00
7	Gate Structure	Ea.	1	11,000.00	11,000.00	12,350.00	12,350.00	15,000.00	15,000.00
8	Manhole with Grate Lid	Ea.	1	4,500.00	4,500.00	4,000.00	4,000.00	2,400.00	2,400.00
9	Cut & Repair Asphalt	L.F.	608	14.00	8,512.00	14.50	8,816.00	39.00	23,712.00
10	Safety End Treatment	Ea.	6	1,200.00	7,200.00	725.00	4,350.00	600.00	3,600.00
11	Trench Protection	L.F.	2,555	2.00	5,110.00	1.50	3,832.50	1.00	2,555.00
12	Concrete Rip-Rap (Headwall)	Ea.	1	3,250.00	3,250.00	3,350.00	3,350.00	5,800.00	5,800.00
13	Remove Existing Culvert Pipes	L.F.	170	32.00	5,440.00	4.50	765.00	11.00	1,870.00
14	Traffic Control	L.S.	1	2,000.00	2,000.00	6,200.00	6,200.00	4,920.00	4,920.00
15	Erosion Control	L.S.	1	2,000.00	2,000.00	9,800.00	9,800.00	3,500.00	3,500.00
16	Regrade Road Ditch	L.F.	14,000	3.50	49,000.00	1.50	21,000.00	2.00	28,000.00
17	Clean & Grub Drain Ditch	L.F.	400	10.00	4,000.00	5.00	2,000.00	10.00	4,000.00
II.	**Driveways:**								
1	15" ADS	L.F.	232	26.00	6,032.00	20.50	4,756.00	20.00	4,640.00
2	6" Caliche Base	S.Y.	420	9.50	3,990.00	6.75	2,835.00	12.00	5,040.00
3	1 1/2" Hot Mix	S.Y.	80	10.50	840.00	7.75	620.00	42.00	3,360.00
4	6" Concrete	S.Y.	340	48	16,320.00	16.50	5,610.00	38.00	12,920.00
				Subtotal -I:	**$ 269,881.00**		**$ 248,687.50**		**$ 314,100.00**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. #95534 R.P.L.S. # 4856 Eutalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Project Name: Hidalgo County Pct. No.1- GLO Flood & Drainage Improvements, "Sunrise Subdivision, Olivarez 4 & Olivarez 10.
Owner: Hidalgo County
Date: July 30, 2014 @ 9:30 a.m. @ Hidalgo County Purchaing Dept.

				Castle Enterprises, LLC		VG Vanguard Engineering		Texas Cordia Construction	
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
III.	**Olivarez No.4**								
1	18" R.C.P.	L.F.	90	28.00	2,520.00	37.00	3,330.00	59.00	5,310.00
2	24" R.C.P.	L.F.	60	38.00	2,280.00	43.25	2,595.00	65.00	3,900.00
3	Safety End Treatment	Ea.	3	1,200.00	3,600.00	720.00	2,160.00	600.00	1,800.00
4	Concrete Rip-Rap (Headwall)	Ea.	3	3,250.00	9,750.00	1,550.00	4,650.00	5,000.00	15,000.00
5	Traffic Control	L.S.	1	2,000.00	2,000.00	1,050.00	1,050.00	4,000.00	4,000.00
6	Erosion Control	L.S.	1	2,000.00	2,000.00	1,050.00	1,050.00	3,500.00	3,500.00
7	Regrade Road Ditch	L.F.	2,800	8.50	23,800.00	1.50	4,200.00	2.00	5,600.00
				Subtotal- II:	**$ 45,950.00**		**$ 19,035.00**		**$ 39,110.00**
IV.	**Driveways:**								
1	15" ADS	L.F.	360	38.00	13,680.00	20.50	7,380.00	20.00	7,200.00
2	6" Caliche Base	S.Y.	660	9.50	6,270.00	6.75	4,455.00	10.00	6,600.00
3	6" Concrete	S.Y.	80	48.00	3,840.00	16.50	1,320.00	40.00	3,200.00
				Subtotal- II:	**$ 23,790.00**		**$ 13,155.00**		**$ 17,000.00**
				Total (I & II):	**$ 339,621.00**		**$ 280,877.50**		**$ 370,210.00**

CERTIFICATE OF LIABILITY INSURANCE

3/18/2014

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 SHOWERY INSURANCE AGENCY 1321 Pecan Suite A McAllen, TX 78501	CONTACT NAME: JOSEPH SHOWERY PHONE (A/C, No, Ext): (956) 668-0212 FAX (A/C, No): (956) 668-0222 E-MAIL ADDRESS: AJS@showeryins.com
INSURED VANGUARD ENGINEERING GARCIA VICTOR 2201 NORTHGATE DR WESLACO, TX 78596 9565145086	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A : TEXAS ALL RISK GA INC INSURER B : FARMERS INSURANCE GROUP INSURER C : TEXAS MUTUAL INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PAC7004907	10/24/13	10/24/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCLUDED $ 2,000,000 $ EXCLUDED
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		605824241	03/19/14	03/19/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SBP-0001266556	03/19/14	03/19/15	[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

HIDALGO COUNTY
URBAN COUNTY PROGRAM
2812 S HIGHWAY BUS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Showery

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CONSTRUCTION CONTRACT

This Agreement entered into this **9th Day of September, 2014** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Vanguard Engineering, LLC (a corporation)** (a partnership) (an individual) of **Weslaco,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**GLO FLOOD & DRAINAGE IMPROVEMENTS PROJECT KNOWN AS "DELTA AREA CONNECTOR/ EAST LATERAL" COLONIA INFRASTRUCTURE IMPROVEMENTS II Olivarez #4, Olivarez #10, and Sunrise Subdivision**
PROJECT No.:	**6540-60-0309-5100-6200**
PROJECT DESCRIPTION:	**FLOOD & DRAINAGE IMPROVEMENTS**

heinafter called the project, for the sum of **($280,877.50) – two hundred eighty thousand eight hundred and seventy seven dollars and fifty cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley & Associates** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(120) One Hundred Twenty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($300.00) three hundred dollars and zero cents**-for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

_____
Name of Signatory
Name of Firm

Name of Firm:_____

Address: _____
_____

Federal I.D./S.S.:_____

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-46244 **Urban County 15. G.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Brandy R. Salinas **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of Amendment No. 2 to the existing material & Geotechnical testing services contract with Raba Kistner Consultants. The amendment will provide additional laboratory testing services to the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 2 South Fork Drain Project. The amendment will **increase** the professional service contract amount from $60,591.48 to $63,476.98 for a total **increase** of **$2,885.50.**

BACKGROUND

Amendment No. 2 to the professional service agreement for Raba Kistner Consultants will add additional laboratory testing services, including a laboratory cement series test in order to determine the optimum cement content for the implementation of a soil-cement mixture, and conducting sulfate content tests to determine the concentration of soluble sulfates in the drainage channel side slope soils.

Contract:	$60,591.48
Additional Amended Contract:	$2,885.50
New Contract Amount:	**$63,476.98**

Account No. 6540-61-5100-6100
Amount Available: $32,507.52

Attachments

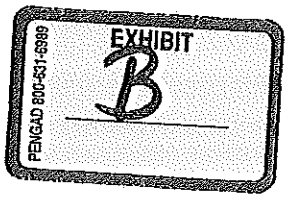
Exhibit B Geotechnical Study
Exhibit A Amended Agreement
2nd Amendement Agreement Contract
insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/29/2014 01:53 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 08/29/2014 01:13 PM

Final Approval Date: 09/05/2014



ATTACHMENT I

GEOTECHNICAL ENGINEERING STUDY
ESTIMATE WORKSHEET FOR: Southfork Drainage Lateral Improvement - Pharr, Texas
Date: Tuesday, August 12, 2014

TO: Hidalgo County Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

ATTN: Ms. Diana R. Serna, Director

PROPOSAL NO.: PMA14-051-00a

	Number	Depth	Soil	Rock	Boulder
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
Totals				0	0

FIELD OPERATIONS	QUANTITY		UNIT PRICE	TOTAL
Trip Charge	1	ea.	$46.00	$46.00
Technician Time Sampling	3	hrs.	$45.00	$135.00
			Field Operations Subtotal:	$181.00

LABORATORY TESTS	QUANTITY		UNIT PRICE	TOTAL
Moisture-Density Relationship (Proctor)	1	ea.	$214.75	$214.75
Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	1	ea.	$78.50	$78.50
Sieve Analysis -200	1	ea.	$53.00	$53.00
Molding Controlled Procedssed Material	9	ea.	$73.50	$661.50
Unconfined Compressive Strength Testing	9	ea.	$33.75	$303.75
Sulfate Content*	10	ea.	$86.50	$865.00
			Laboratory Testing Subtotal:	$2,176.50

ENGINEERING AND REPORT	QUANTITY		UNIT PRICE	TOTAL
Geotechnical Engineer (PE)	1	hrs.	$161.00	$161.00
Jr. Geotechnical Engineer (EIT)	2	hrs.	$110.00	$220.00
Secretary/Word Processor (NS)	3	hrs.	$49.00	$147.00
			Engineering and Report Writing Subtotal:	$528.00
			TOTAL:	$2,885.50

*The laboratory test not included in the Contract. This test is to be conducted to determine the concetration of soluble sulfates in the embackment fill soils.

EXHIBIT A

PENGAD 800-631-6989

AUG 20 2014

RABA KISTNER CONSULTANTS

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Proposal No. PMA14-051-00a
August 12, 2014

AMENDED AGREEMENT FORM

AS AN ADDITION TO THE FOLLOWING AGREEMENTS:

Project Name: Geotechnical Engineering Study
Proposed Southfork Drainage Lateral Improvements Project
Between South "I" Road and Anaya Road
Pharr, Hidalgo County, Texas

RKCI Proposal No. PMA14-051-00, dated June 2, 2014

WE HEREBY AUTHORIZE RABA KISTNER CONSULTANTS, INC. (RKCI) TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):

On the basis of the written request received by our office via electronic-mail transmittal from Mr. Ramiro Gutierrez, P.E., President, with R. Gutierrez Engineering Corporation, the project's consulting engineering firm, on Monday, August 11, 2014, we have been asked to provide additional laboratory testing services, including a laboratory cement series test in order to determine the optimum cement content for the implementation of a soil-cement mixture, and conducting sulfate content tests to determine the concentration of soluble sulfates in the drainage channel side slope soils.

The laboratory testing will be performed in general accordance with applicable American Society for Testing and Materials (ASTM) standards. This amended agreement form reflects the lump sum cost associated with collecting the necessary soil samples, conducting the additional laboratory testing, and generating a letter to supplement our original Geotechnical Engineering Report (**RKCI** Project No. AMA14-045-00, dated August 11, 2014).

ADDITIONAL LUMP SUM COST FOR THE ABOVE-DESCRIBED SERVICES:	$ 2,885.50
ORIGINAL LUMP SUM COST:	$ 11,757.25
TOTAL LUMP SUM COST:	$ 14,642.75

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above.

Please sign, date, and return one signed original of this document to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

SIGNATURE:	X	**DATE:**	
PRINTED NAME:	Ms. Diana R. Serna, UCP Director		
COMPANY NAME:	County of Hidalgo-Urban County Program		
COMPANY ADDRESS:	427 East Duran, Suite 107		
CITY, STATE, ZIP:	Alamo, Texas 78516		
PHONE NUMBER:	(956) 787-8127	**FAX NUMBER:**	Not Provided
E-MAIL:	diana.serna@ucp.co.hidalgo.tx.us		

RABA KISTNER CONSULTANTS, INC.

Saul Cruz
Graduate Engineer

for: Isidoro Arjona, P.E., PMP
Vice President

SC/IA

Copies Submitted: Above (2)

Attachment: I

STATE OF TEXAS §

COUNTY OF HIDALGO §

SECOND AMENDEDMENT TO CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES BEWTEEN COUNTY OF HIDALGO – URBAN COUNTY PROGRAM AND RABA KISTNER CONSULTANTS, INC.

This **SECOND AMENDMENT TO CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES** by and between County of Hidalgo Urban County Program ("Client") and **Raba Kistner Consultant, Inc.,** ("Consultant"), effective the _____ day of September, 2014 made, as follows:

WHEREAS, on March 11, 2014, Client entered into a Professional Engineering Agreement (the "Agreement") with Consultant in which the Consultant would provide "material testing services" for the project known as "South Fork Drain Project Pharr, Texas" (the "Project") as described in the Agreement;

WHEREAS, on July 8, 2014, Client entered into a First Amendment to the Agreement to amend Attachment A and B to the Agreement to increase the testing services for a lump sum amount of Eleven Thousand Seven Hundred Fifty Seven and 25/100th Dollars ($11,757.25).

WHEREAS, numbered paragraph 7 of Exhibit A to the Agreement provides "our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements";

WHEREAS, R. Gutierrez Engineering Corporation, the engineer for the Project, has requested Consultant to determine subsurface conditions along the drainage ditch alignment and to provide recommendations to address the excessive erosion and unstable ditch slopes that have been encountered during construction;

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of this amendment, Client and Consultant hereby agree to the following amendments to the Agreement:

1. Attachment A to the Agreement is amended by the addition of Exhibit A attached hereto;

2. Attachment B to the Agreement shall be amended by the addition of the lump sum fee of Two Thousand Eight Hundred Eighty Five and 50/100ths Dollars ($2,885.50).

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Consultant and Client ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

By:_____
Diana R. Serna, UCP Director

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2014

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	CONTACT NAME: Janet Hajek
Catto & Catto LLP 217 East Houston Street Suite 100 San Antonio TX 78205-2694	PHONE (A/C, No, Ext): 210-222-2161 FAX (A/C, No): 210-222-1618 E-MAIL ADDRESS: jhajek@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	
INSURER B : American Zurich Ins. Co.	
INSURER C : Zurich American	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	Manuel Zuniga

COVERAGES **CERTIFICATE NUMBER:** 530365056 **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	Y	Y	GLA3994747	10/1/2013	10/1/2014	EACH OCCURRENCE	$1000000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1000000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10000
							PERSONAL & ADV INJURY	$1000000
							GENERAL AGGREGATE	$2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2000000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
C	AUTOMOBILE LIABILITY	Y	Y	GLA3994747	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC3994748	10/1/2013	10/1/2014	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]	N / A					E.L. EACH ACCIDENT	$1000000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1000000
B	Auto Physical Damage			GLA3994747	10/1/2013	10/1/2014	Comp. Deductible Coll. Deductible	1000 1000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: GLO Project Southfork Drainage Lateral Improvements 2013

CERTIFICATE HOLDER

Hidalgo County Precinct No. 2
300 West Hall Acres, Ste. G
Pharr TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-46204 **Urban County 15. H.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

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

Professional Service Firm	Grade	Ranked
International Consulting Engineers	97.33%	
Melden & Hunt, Inc.	92%	
Quintanilla, Headley & Associates, Inc.	91.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for a Urban County Program Year 26 (2013) City of Elsa– Park, Recreational Facility project.

BACKGROUND

The three professional engineering firms rated from the county's approved "pool" are: (1) International Consulting Engineers (2) Melden & Hunt, Inc., and (3) Quintanilla, Headley & Associates, Inc. for the City of Elsa– Park, Recreational Facility project.

Funds Available: $193,649.20 YR 26 (2013) Park, Recreational Facility

Attachments

Ranking for Elsa Park Project

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 10:06 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 08/27/2014 10:00 AM

Final Approval Date: 09/05/2014

City of Elsa
Professional Engineering Services
Park, Recreational Facility (Modesto Hernandez Park)
Years 26 (2013)
Grading-Ranking Grid

Criteria	International Consulting Engineers			Melden & Hunt, Inc.			Quintanilla, Headley and Associates, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	19	20	20	18	20	18	19	17	20
Experience of Project Team/Ability to Commit Resources	25	25	21	24	23	19	25	21	23
Methodology/Experience/Availability of Project manager	19	20	18	19	20	18	19	20	18
Understanding of Project/Similar Projects	23	24	25	23	23	25	23	20	25
Familiarity with Applicable Rules & Regulations	9	10	10	10	6	10	9	6	10
TOTALS	95	99	94	94	92	90	95	84	96
AVERAGES	292÷3=97.33%			276÷3=92%			275÷3=91.67%		
RATING	1			2			3		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: HAS MUNICIPAL PARK DESIGN, CONSTRUCTION & IMPROVEMENTS EXPERTISE - PARK DRAINAGE IMPROVEMENT - OVERALL HAS MORE EXPERIENCE WITH CITY PARKS		TOTAL 98 10 9C Total Score 98 9C

Firm/Participant's Name: ICE - INTERNATIONAL CONSULTING ENGINEERS

Evaluator: J. CANTU Department: CITY OF ELSA

Project Name: MODESTO HERNANDEZ SR. MEMORIAL PARK Date: 8-01-14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

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

Firm/Participant's Name: ICE - International Consulting Engineers

Evaluator: Antonio Darco Department: Urban County Program

Project Name: 2013 Elsa Park Imp. Project (Modesto Hernandez Park) Date: 8/19/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included on SOQ		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: No appendix included as requested; all others meet criteria		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
➢ Reference information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		94

Firm/Participant's Name: International Consulting Engineers

Evaluator: [signature] Department: Purchasing Dept.

Project Name: 2013 Parks Recreational Facility City of Elsa Date: August 21, 2014

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: FULL INFO NOT PROVIDED ON PREVIOUS PROJECT		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: THEIR EXPERTISE APPEARS TO BE IN LINE WITH WATER & WASTEWATER IMPROVEMENTS		TOTAL 10
WHILE THIS PROJECT IS FOR A SMALL CITY PARK	Total Score	94

Firm/Participant's Name: MELDEN & HUNT, INC

Evaluator: L. CANTU Department: CITY OF ELSA

Project Name: MODESTO Date: 8-01-14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Meets most criteria, but lacks experience with Development of Parks		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria but did not address appropriate Federal State/Local regulations		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Did not address knowledge of govt. regulations or include a narrative of applicable rules	Total Score	TOTAL 6 92

Firm/Participant's Name: Melden & Hunt, Inc.

Evaluator: Antonio Barco Department: Urban County Program

Project Name: 2013 Elsa Park Imp. Project (Modesto Hernandez Park) Date: 8/19/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	08
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria in certain areas; however not clear on Team qualifications		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	08
➢		
Comments/Rationale For Points: No appendix included on SOQ, firm expertise are more related to street & water improvements		TOTAL 19
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: No appendix included as requested; all others meet criteria		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
➢ Reference Information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		90

Firm/Participant's Name: Melden & Hunt Inc.

Evaluator: Omar Garza Department: Purchasing Dept.

Project Name: 2013 Parks Recreational Facility City of Elsa Date: August 21, 2014

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: MOST WORK IS WASTEWATER COLLECTION SYSTEM, ELEVATED STORAGE TANKS, STORM SEWER DESIGN, ROADWAY, UTILITY CO-ORDINATION - NOT MUCH ON PARKS		TOTAL 90
	Total Score	95

Firm/Participant's Name: QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Evaluator: J. CANTU Department: CITY OF ELSA

Project Name: MODESTO HERNANDEZ SR. MEMORIAL PARK Date: 8-01-14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	2
Comments/Rationale For Points: Meets MOST criteria, but did not Provide an Organizational Chart		TOTAL 17
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Does not identify reporting responsibilities and needs to be more efficient in doing or Completing Work		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Needs to provide more information about their firm overall		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Did not indicate experience of firm knowledge of govt regulations or Narrative of applicable regulations		TOTAL 6
	Total Score	84

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc.

Evaluator: ANTONIO BARCO Department: Urban County Program

Project Name: 2013 Elsa Park Imp. Project (Modesto Hernandez Park) Date: 8/19/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included on SOQ		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: No appendix included as requested; all others meet criteria		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
➢ Reference information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Firm has been doing business with Hidalgo County		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		96

Firm/Participant's Name: Quintanilla, Headley & Associates

Evaluator: [signature] Department: Purchasing Dept.

Project Name: 2013 Parks Recreational Facility City of Elsa Date: August 21, 2014

AI-46194 **Urban County 15. I.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of La Villa is requesting approval and award of best and final negotiated contract with Dannenbaum Engineering Company – McAllen LLC in the amount of $57,500.00 utilizing FYs' 16, 18, 23, 24,25 & 26 (2003, 2005, 2010, 2011, 2012 & 2013) La Villa – Water/Sewer Improvements funds.

BACKGROUND

Dannenbaum Engineering Company – McAllen LLC submitted a best and final offer for professional engineering services for the City of La Villa Waste Water Treatment Plant Improvements. Dannenbaum Engineering Company – McAllen LLC was the highest ranked firm by County Commissioners' Court. See attached scope of services and Best and Final Offer Letter.

Contract Amount:	**$ 57,500.00**			
Funds Available:	$ 4,873.84	YR 16	(2003)	Water/Sewer Improvements
	$ 7,158.62	YR 18	(2005)	Water/Sewer Improvements
	$ .36	YR 23	(2010)	Water/Sewer Improvements
	$ 263,652.00	YR 24	(2011)	Water/Sewer Improvements
	$ 225,186.94	YR 25	(2012)	Water/Sewer Improvements
	$ 261,207.65	YR 26	(2013)	Water/Sewer Improvements
Total:	**$762,079.41**			

Engineering cost proposal fee break down:	
A. Design Phase Services	$49,198.96
B. Bid Phase Services	$ 4,384.16
C. Plans and Specifications	$ 2,613.98
D. Other Direct Costs	$ 1,302.90
Total:	**$57,500.00**

Attachments

La Villa Water/Sewer Improvements Funds

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/27/2014 01:45 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 08/26/2014 03:04 PM

Final Approval Date: 09/05/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 9th day of **September, 2014** by and between **Urban County Program,** (hereinafter called the "Party") and **Dannenbaum Engineering Company – McAllen Company LLC**, duly authorized Engineer, herein acting by **Louis H. Jones, Jr. P.E., President** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as
stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **La Villa–Water/Sewer Improvements project** Account(s) **5003/05/10/11/12/13-45-0310-5000-4500** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any
construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by
the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$57,500.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations
created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities
related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related
to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer
in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however,
that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **September 9, 2014**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
Louis H. Jones, Jr. P.E., President

Firm Name: **Dannenbaum Engineering Company – McAllen Company LLC**
Address: **1109 Nolano Loop, Suite 208**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **721599851**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ____ day of_____, 20__,
by _____of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

(seal) _____
Notary - Signature

County of Hidalgo Urban County Program:

_____
Witness

_____
Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"
(Scope of Services)

See Attached

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

Received
AUG 11 2014

June 11, 2014 (Revised July 31, 2014) (Revised August 6, 2014)

Urban County Program
427 E. Duranta, Suite 107
Alamo, Texas 78516

Attn: ***Ms. Monica Leal***
Program Coordinator

Ref: ***Urban County – City of La Villa Existing Waste Water Treatment Plant Improvements***

Subject: ***Engineer's Best and Final Offer***

Dear Ms. Leal,

Per our recent discussion, please find attached herewith, Dannenbaum's proposed Engineering Fee for Professional Engineering Services for the above referenced project. Services to be provided include: Preliminary and Final Design Phase Services, Bid Phase Services, and Construction Phase services for the construction of the following improvements to the existing City of La Villa Waste Water Treatment Plant, consisting of a new headworks, upgrades to two existing 21 foot diameter clarifier, and a sludge removal facility.

Dannenbaum proposes to provide the services identified above for a "Lump Sum Fee" of **Fifty-Seven Thousand, five Hundred, Zero Cents ($57,500.00).** A summary and complete breakdown of costs is provided in the Exhibits listed below.

Attached herewith are the following:

Exhibit C: "Fee Summary", identifying the cost for the various phases of the work
Exhibit D: "Listing of Work Tasks, Manhours, and Fees", identifying manhours and fees for Individual Work Tasks for the various Phases of the Work
Exhibit E: "Other Direct Costs (ODC)"
Exhibit F: "Surveying Fee Budget Estimate"
Exhibit G: Terracon Geotechnical Fee Estimate

We look forward to working with you to complete our contract negotiations and respectfully wish to thank Hidalgo County for the opportunity to be of service.

Sincerely,

Richard D. Seitz, P.E.
Senior Project Manager

Attachments:

Exhibit C: "Fee Summary
Exhibit D: "Listing of Work Tasks, Manhours, and Fees
Exhibit E: "Other Direct Costs (ODC)"
Exhibit F: "Surveying Fee Budget Estimate"
Exhibit G: Terracon Geotechnical Fee Estimate

cc:	Louis H. Jones, Jr., P.E.	Dannenbaum Engineering Company – McAllen, LLC.
	Cynthia Luera	Dannenbaum Engineering Company – McAllen, LLC.
	Gloria Rodriguez	Dannenbaum Engineering Company – McAllen, LLC.

EXHIBIT "C"

FEE SUMMARY

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Urban Planning
Project Name: City of La Villa Existing WWT Plant Improvements
Project Number:
Date Prepared: July 31, 2014 (Revised August 6, 2014)

A. DESIGN PHASE SERVICES

DESIGN PHASE BASIC SERVICES		
PROJECT ADMINISTRATION & MANAGEMENT	$	8,514.53
PRELIMINARY DESIGN PHASE SERVICES	$	11,195.46
FINAL DESIGN PHASE SERVICES	$	22,928.18
SUBTOTAL	**$**	**42,638.17**
DESIGN PHASE SPECIAL SERVICES		
DANNENBAUM ENGINEERING		
a. SWPPP	$	1,583.29
b. Field Surveying	$	1,732.50
SUBCONSULTANTS		
a. Geotechnical Investigation (Estimated)	$	2,950.00
b. Dannenbaum Subconsultant Administration at 10%	$	295.00
SUBTOTAL	**$**	**6,560.79**
TOTAL DESIGN PHASE SERVICES	**$**	**49,198.96**
B. BID PHASE SERVICES	**$**	**4,384.16**
C. CONSTRUCTION PHASE SERVICES	**$**	**2,613.98**
D. OTHER DIRECT COSTS	**$**	**1,302.90**
TOTAL PROJECT COST	**$**	**57,500.00**

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

22 August 2014 (Revised 25 August 2014)

Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

ATTN: *Ms. Monica Leal*
Program Coordinator
REF: *Urban County Project for City of La Villa Wastewater Treatment Plant Improvements*
SUBJ: *Project Schedule*

Dear Ms. Leal,

Per directions in your email of August 25, 2014, I'm providing the following preliminary schedule for prosecution of the Urban County project for improvements to the existing City of La Villa Wastewater Treatment Plant (WWTP).

- **Design Phase Services:**
  (Prosecution of Construction Documents (Drawings & Specifications) .....16 wks
- **Bid Phase Services:**
  (Advertisement for Bids and Award of Contract) ..... 8 wks
- **Construction Phase Services:**
  (Contract Execution, NTP to Project Close-out).....24 wks

Respectfully submitted,
DANNENBAUM ENGINEERING COMPANY – McALLEN, LLC.

Richard D. Seitz, P.E.
Senior Project Manager

G:\1540_02 CONTRACT NEGOTIATIONS\0048-01 La Villa WWTP Improvem'ts (Urban Co)\01 Proj Admin\01.04 Correspondence\01.04.1 DEC & Owner\Sent To Owner\2014-08-22 Corr Rseitz Ltr To Mleal Urban Co (REV 2014-08-250.Docx

EXHIBIT "D"

LISTING OF WORK TASKS, MANHOURS & FEES

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ
(Revised August 6, 2014)

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		TOTAL MANHOURS PER TASK BY CLASSIFICATION																	
				PRINCIPAL	QA OFFICER	PROJECT MGR	DOCUMENT CONTROL / SCHEDULER	CLERICAL	PROJECT ENGR	SENIOR DESIGN ENGR (Civil)	SENIOR DESIGN ENGR (Stru.)	SENIOR DESIGN ENGR (Elect.)	DESIGN ENGR (Civil)	DESIGN ENGR (Stru.)	DESIGN ENGR (Elect.)	SENIOR DESIGN TECH	DESIGN TECH	CAD OPER	CONSTR MGR	RESIDENT SITE REP	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		QNTY	UNIT	380.40	278.99	232.51	70.05	55.80	187.25	196.47	198.95	201.18	131.90	133.38	135.93	119.36	100.76	92.79	100.39	93.79		
	DESIGN PHASE SERVICES TASKS																					
	DESIGN PHASE BASIC SERVICES																					
	PROJECT ADMINISTRATION																					
	Negotiate / Review / Sign Client's Contract	1	EACH	0.25	0.00	0.50	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	$ 225.31
	Prepare / Negotiate Subcontractor Contracts	1	EACH	0.05	0.00	0.50	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.05	$ 163.18
	~~Issue Writen Notice to Proceed to Subcontractors~~	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	Prepare and Submit Monthly Invoice (4 Mos Work Schedule)	4	MOS	0.00	0.00	1.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	$ 344.11
	Quality Assurance Review (QA)	1	L.S.	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	$ 1,115.90
	TOTAL PROJECT ADMINISTRATION MAN-HOURS			0.30	4.00	2.00	0.00	2.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.05	
	TOTAL PROJECT ADMINISTRATION COST			$ 114.12	$ 1,115.90	$ 465.02	$ -	$ 153.45	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,848.49	$ 1,848.49
	PROJECT MANAGEMENT																					
	Attend "Kick-Off" Meeting with Stakeholders (i.e. Urban Co., City of La Villa)	1	EACH	0.00	0.00	2.50	0.00	0.00	2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	$ 1,049.40
	Assemble and Review Existing Data	1	EACH	0.00	0.00	0.50	0.05	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.05	$ 147.66
	Conduct Site Reconnaissance	1	EACH	0.00	0.00	2.50	0.00	0.00	2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	$ 1,049.40
	Prepare and Submit Project Work Schedule	1	EACH	0.00	0.00	0.50	0.05	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.55	$ 175.56
	Prepare & Submit Monthly Proj. Work Schedule Update (4 Mos Work Schedule)	3	EACH	0.00	0.00	1.50	0.15	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.15	$ 442.97
	Prepare and Submit Monthly Progress Reports (4 Mos Work Schedule)	3	MOS	0.00	0.00	1.50	0.15	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.15	$ 442.97
	Wkly Coordinate Mtgs w/ Project Team (4 Mos = 52 x 4/12 wks - 1 wk)	16	WKS	0.00	0.00	8.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	$ 3,358.08
	TOTAL PROJECT MANAGEMENT MAN-HOURS			0.00	0.00	17.00	0.40	4.50	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.90	
	TOTAL PROJECT MANAGEMENT COST			$ -	$ -	$ 3,952.67	$ 28.02	$ 251.10	$ 2,434.25	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,666.04	$ 6,666.04
	TOTAL PROJECT ADMIN & MGNT MAN-HOURS			0.30	4.00	19.00	0.40	7.25	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.95	
	TOTAL PROJECT ADMIN & MGNT COST			$ 114.12	$ 1,115.90	$ 4,417.69	$ 28.02	$ 404.55	$ 2,434.25	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,514.53	$8,514.53
	% OF TOTAL HOURS PER CLASSIFICATION			0.68%	9.10%	43.23%	0.91%	16.50%	29.58%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
	PRILIMINARY DESIGN PHASE SERVICES																					
	MEETINGS																					
	Coordinate Meetings w/ Urban County	1	EACH	0.00	0.00	1.50	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	$ 376.67
	Coordinate Meetings w/ City of La Villa	1	EACH	0.00	0.00	2.00	0.00	0.39	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.39	$ 861.28
	Discussions / Meetings w/ Stakeholders / City Council	1	EACH	0.00	0.00	2.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	$ 839.52
	Comment Review Meeting w/ Plan Reviewer	1	EACH	0.00	0.00	1.50	0.00	0.50	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	$ 657.54
	TOTAL MEETING MAN-HOURS			0.00	0.00	7.00	0.00	1.39	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.89	
	TOTAL MEETING COST			$ -	$ -	$ 1,627.57	$ -	$ 77.56	$ 1,029.88	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,735.01	$ 2,735.01
	GENERAL																					
	Title Sheet	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.94	0.00	0.00	1.52	$ 155.75
	Drawing Index Sheet	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.94	0.00	0.00	1.46	$ 144.81
	Symbols & Abreviations	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.94	0.00	0.00	1.52	$ 155.75
	General Construction Notes	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.40	0.00	0.00	1.52	$ 152.02
	Tabulation of Quantities Sheet	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.94	1.87	0.00	0.00	2.92	$ 289.61
	TOTAL GENERAL MAN-HOURS			0.00	0.00	0.00	0.00	0.00	0.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.34	6.08	0.00	0.00	8.94	
	TOTAL GENERAL COST			$ -	$ -	$ -	$ -	$ -	$ 98.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 235.53	$ 563.93	$ -	$ -	$ 897.94	$ 897.94
	SITE LAYOUT																					
	Horizontal & Vertical (BMS) Control Sheet	1	SHTS	0.00	0.00	0.15	0.00	0.00	0.50	0.00	0.00	0.00	0.47	0.00	0.00	1.40	0.00	0.00	0.00	0.00	2.52	$ 357.57
	Grading Plan	1	SHTS	0.00	0.00	0.12	0.00	0.00	0.23	0.00	0.00	0.00	1.40	0.00	0.00	0.00	0.47	0.00	0.00	0.00	2.22	$ 303.04
	Grading Details	1	SHTS	0.00	0.00	0.12	0.00	0.00	0.23	0.00	0.00	0.00	0.23	0.00	0.00	0.00	0.47	0.00	0.00	0.00	1.05	$ 148.88
	Conduct Grading Quantity Take-off & Calculation	1	L.S.	0.00	0.00	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.23	0.47	0.00	0.00	0.00	0.82	$ 102.18
	~~Storm Water Drainage Plan~~	0	SHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	~~Storm Water Drainage Details~~	0	SHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	~~Conduct Drainage Quantity Take-off & Calculation~~	0	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	TOTAL SITE LAYOUT MAN-HOURS			0.00	0.00	0.50	0.00	0.00	0.97	0.00	0.00	0.00	2.10	0.00	0.00	1.64	1.40	0.00	0.00	0.00	6.61	
	TOTAL SITE LAYOUT COST			$ -	$ -	$ 116.40	$ -	$ -	$ 181.16	$ -	$ -	$ -	$ 277.48	$ -	$ -	$ 195.30	$ 141.32	$ -	$ -	$ -	$ 911.67	$ 911.67
	HEADWORKS																					
	Headworks Structure Design and Detailing	2	SHTS	0.00	0.00	0.12	0.00	0.00	0.25	0.00	3.00	0.00	0.00	4.00	0.00	0.00	3.00	1.50	0.00	0.00	11.87	$ 1,645.82
	Headworks Piping Design and Detailing	2	SHTS	0.00	0.00	0.07	0.00	0.00	0.25	0.00	0.00	0.00	2.00	0.00	0.00	0.00	3.00	1.00	0.00	0.00	6.32	$ 721.99
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.23	0.00	0.00	0.50	0.00	0.00	0.00	0.83	$ 100.28
	Conduct Quantity Take-off & Calculation	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.23	0.00	0.00	0.50	0.00	0.00	0.00	0.83	$ 100.28
	TOTAL HEADWORKS MAN-HOURS			0.00	0.00	0.19	0.00	0.00	0.70	0.00	3.00	0.00	2.00	4.47	0.00	0.00	7.00	2.50	0.00	0.00	19.85	
	TOTAL HEADWORKS COST			$ -	$ -	$ 43.48	$ -	$ -	$ 131.08	$ -	$ 596.85	$ -	$ 263.80	$ 595.88	$ -	$ -	$ 705.32	$ 231.98	$ -	$ -	$ 2,568.37	$ 2,568.37
	CLARIFIERS																					

EXHIBIT "D"

LISTING OF WORK TASKS, MANHOURS & FEES

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ
(Revised August 6, 2014)

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		TOTAL MANHOURS PER TASK BY CLASSIFICATION																	
				PRINCIPAL	QA OFFICER	PROJECT MGR	DOCUMENT CONTROL / SCHEDULER	CLERICAL	PROJECT ENGR	SENIOR DESIGN ENGR (Civil)	SENIOR DESIGN ENGR (Stru.)	SENIOR DESIGN ENGR (Elect.)	DESIGN ENGR (Civil)	DESIGN ENGR (Stru.)	DESIGN ENGR (Elect.)	SENIOR DESIGN TECH	DESIGN TECH	CAD OPER	CONSTR MGR	RESIDENT SITE REP	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		QNTY	UNIT	380.40	278.99	232.51	70.05	55.80	187.25	196.47	198.95	201.18	131.90	133.38	135.93	119.36	100.76	92.79	100.39	93.79	
	Instalation Drawings & Details	2	SHTS	0.00	0.00	0.23	0.00	0.00	0.75	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	6.98	$ 829.75
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.12	0.00	0.00	0.25	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.87	$ 139.94
	Conduct Quantity Take-off & Calculation	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	TOTAL CLARIFIERS MAN-HOURS			0.00	0.00	0.35	0.00	0.00	1.00	0.00	0.00	0.00	2.50	0.00	0.00	0.00	0.00	4.00	0.00	0.00	7.85	
	TOTAL CLARIFIERS COST			$ -	$ -	$ 81.52	$ -	$ -	$ 187.25	$ -	$ -	$ -	$ 329.75	$ -	$ -	$ -	$ -	$ 371.16	$ -	$ -	$ 969.68	$ 969.68
	DEWATERING STATION																					
	Roll-Off Pad Structure																					
	Roll-Off Pad Structure Design and Detailing	2	SHTS	0.00	0.00	0.00	0.00	0.00	0.50	0.00	1.00	0.00	0.00	4.00	0.00	0.00	1.00	5.00	0.00	0.00	11.50	$ 1,390.81
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.25	$ 25.19
	Conduct Quantity Take-off & Calculation	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.25	$ 25.19
	Polymer Tanks & Appurtenances																					
	Polymer Tanks & Appurtenances Drawings / Details	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	1.00	0.00	0.00	1.50	0.00	0.50	0.00	0.00	3.50	$ 450.96
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	$ 32.98
	TOTAL DEWATERING STATION MAN-HOURS			0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	0.00	1.25	4.00	0.00	1.50	1.50	5.50	0.00	0.00	15.75	
	TOTAL DEWATERING STATION COST			$ -	$ -	$ -	$ -	$ -	$ 187.25	$ -	$ 198.95	$ -	$ 164.88	$ 533.52	$ -	$ 179.04	$ 151.14	$ 510.35	$ -	$ -	$ 1,925.12	$ 1,925.12
	ROLL-OFF TANKS																					
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.00	0.00	0.00	0.97	$ 140.73
	TOTAL ROLL-OFF TANKS MAN-HOURS			0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47	0.00	0.00	0.00	0.97	
	TOTAL ROLL-OFF TANKS COST			$ -	$ -	$ -	$ -	$ -	$ 93.63	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 47.11	$ -	$ -	$ -	$ 140.73	$ 140.73
	FINAL ENGINEERING REPORT																					
	Prepare Draft Report (Incl'd Engr, Det'ls, Description)	1	L.S.	0.00	0.00	1.00	0.00	1.00	2.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	6.50	$ 1,046.94
	Prepare Final Report (Incl'd Engr, Det'ls, Description)	0	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	TOTAL FINAL ENGINEERING REPORT MAN-HOURS			0.00	0.00	1.00	0.00	1.00	2.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	6.50	
	TOTAL FINAL ENGINEERING REPORT COST			$ -	$ -	$ 232.51	$ -	$ 55.80	$ 468.13	$ 98.24	$ 99.48	$ -	$ -	$ -	$ -	$ -	$ -	$ 92.79	$ -	$ -	$ 1,046.94	$ 1,046.94
	TOTAL HOURS - PRELIMINARY DESIGN PHASE SERVICES			0.00	0.00	9.04	0.00	2.39	12.69	0.50	4.50	0.00	7.85	8.47	0.00	3.14	12.71	19.08	0.00	0.00	80.36	
	TOTAL COST - PRELIMINARY DESIGN PHASE SERVICES			$ -	$ -	$ 2,101.48	$ -	$ 133.36	$ 2,376.85	$ 98.24	$ 895.28	$ -	$ 1,035.91	$ 1,129.40	$ -	$ 374.34	$ 1,280.41	$ 1,770.20	$ -	$ -	$ 11,195.46	$ 11,195.46
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	11.25%	0.00%	2.97%	15.79%	0.62%	5.60%	0.00%	9.77%	10.54%	0.00%	3.90%	15.81%	23.74%	0.00%	0.00%	100.00%	
	FINAL DESIGN PHASE SERVICES																					
	MEETINGS																					
	Coordinate Meetings w/ Urban County	1	EACH	0.00	0.00	2.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.25	$ 478.97
	Coordinate Meetings w/ City of La Villa	1	EACH	0.00	0.00	2.50	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.75	$ 595.23
	~~Discusssions / Meetings w/ Stakeholders~~	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	Comment Review Meeting w/ Plan Reviewer	1	EACH	0.00	0.00	2.00	0.00	0.50	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.50	$ 867.42
	TOTAL MEETING MAN-HOURS			0.00	0.00	6.50	0.00	1.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.50	
	TOTAL MEETING COST			$ -	$ -	$ 1,511.32	$ -	$ 55.80	$ 374.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,941.62	$ 1,941.62
	GENERAL																					
	Title Sheet	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	1.25	0.00	0.00	1.55	$ 150.54
	Drawing Index Sheet	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	1.25	0.00	0.00	1.55	$ 150.54
	Symbols & Abreviations	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	1.50	0.00	0.00	1.80	$ 173.74
	General Construction Notes	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	4.35	$ 436.70
	Prepare Tabulation of Quantities	1	SHTS	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.25	6.00	0.00	0.00	12.25	$ 1,272.98
	TOTAL GENERAL MAN-HOURS			0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	14.00	0.00	0.00	21.50	
	TOTAL GENERAL COST			$ -	$ -	$ -	$ -	$ -	$ 280.88	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 604.56	$ 1,299.06	$ -	$ -	$ 2,184.50	$ 2,184.50

EXHIBIT "D"

LISTING OF WORK TASKS, MANHOURS & FEES

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ
(Revised August 6, 2014)

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		TOTAL MANHOURS PER TASK BY CLASSIFICATION																	
				PRINCIPAL	QA OFFICER	PROJECT MGR	DOCUMENT CONTROL / SCHEDULER	CLERICAL	PROJECT ENGR	SENIOR DESIGN ENGR (Civil)	SENIOR DESIGN ENGR (Stru.)	SENIOR DESIGN ENGR (Elect.)	DESIGN ENGR (Civil)	DESIGN ENGR (Stru.)	DESIGN ENGR (Elect.)	SENIOR DESIGN TECH	DESIGN TECH	CAD OPER	CONSTR MGR	RESIDENT SITE REP	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		QNTY	UNIT	380.40	278.99	232.51	70.05	55.80	187.25	196.47	198.95	201.18	131.90	133.38	135.93	119.36	100.76	92.79	100.39	93.79		
	SITE LAYOUT																					
	Horizontal & Vertical (BMS) Control Sheet	1	SHTS	0.00	0.00	0.10	0.00	0.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00	4.25	0.00	0.00	0.00	0.00	6.35	$ 849.68
	Grading Plan	1	SHTS	0.00	0.00	0.10	0.00	0.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	2.60	$ 392.78
	Grading Details	1	SHTS	0.00	0.00	0.10	0.00	0.00	0.40	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50	0.00	0.00	0.00	1.50	$ 214.48
	Conduct Grading Quantity Take-off & Calculation	1	L.S.	0.00	0.00	0.10	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.50	0.00	0.00	0.00	0.95	$ 122.20
	Storm Water Drainage Plan	0	SHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	Storm Water Drainage Details	0	SHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	Conduct Drainage Quantity Take-off & Calculation	0	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	TOTAL SITE LAYOUT MAN-HOURS			0.00	0.00	0.40	0.00	0.00	2.50	0.00	0.00	0.00	2.50	0.00	0.00	4.50	1.50	0.00	0.00	0.00	11.40	
	TOTAL SITE LAYOUT COST			$ -	$ -	$ 93.00	$ -	$ -	$ 468.13	$ -	$ -	$ -	$ 329.75	$ -	$ -	$ 537.12	$ 151.14	$ -	$ -	$ -	$ 1,579.14	$ 1,579.14
	HEADWORKS																					
	Structure Design and Detailing	2	SHTS	0.00	0.00	0.10	0.00	0.00	0.50	0.00	8.00	0.00	0.00	16.00	0.00	0.00	8.00	4.00	0.00	0.00	36.60	$ 5,019.80
	Piping Design and Detailing	2	SHTS	0.00	0.00	0.10	0.00	0.00	1.50	0.00	0.00	0.00	6.00	0.00	0.00	0.00	10.00	3.00	0.00	0.00	20.60	$ 2,381.50
	Electrical Power & Control Details	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	3.50	$ 595.74
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.05	0.00	0.00	0.25	0.00	0.00	0.00	0.25	0.25	0.00	0.00	1.00	0.00	0.00	0.00	1.80	$ 225.52
	Conduct Quantity Take-off & Calculation	1	L.S.	0.00	0.00	0.05	0.00	0.00	0.25	0.00	0.00	0.00	1.75	0.50	0.00	0.00	1.50	0.00	0.00	0.00	4.05	$ 507.09
	TOTAL HEADWORKS MAN-HOURS			0.00	0.00	0.30	0.00	0.00	2.50	0.00	8.00	2.50	8.00	16.75	0.00	0.00	20.50	8.00	0.00	0.00	66.55	
	TOTAL HEADWORKS COST			$ -	$ -	$ 69.75	$ -	$ -	$ 468.13	$ -	$ 1,591.60	$ 502.95	$ 1,055.20	$ 2,234.12	$ -	$ -	$ 2,065.58	$ 742.32	$ -	$ -	$ 8,729.64	$ 8,729.64
	CLARIFIERS																					
	Instalation Details	2	SHTS	0.00	0.00	1.00	0.00	0.00	2.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	21.00	$ 2,590.11
	Electrical Power & Control Details	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.46	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	3.46	$ 478.90
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	1.25	$ 165.16
	Conduct Quantity Take-off & Calculation	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.75	$ 197.95
	TOTAL CLARIFIERS MAN-HOURS			0.00	0.00	1.00	0.00	0.00	2.50	0.00	0.00	1.46	8.00	0.00	0.00	0.00	2.00	12.00	0.00	0.00	27.46	
	TOTAL CLARIFIERS COST			$ -	$ -	$ 232.51	$ -	$ -	$ 468.13	$ -	$ -	$ 293.32	$ 1,055.20	$ -	$ 67.97	$ -	$ 201.52	$ 1,113.48	$ -	$ -	$ 3,432.12	$ 3,432.12
	DEWATERING STATION																					
	Roll-Off Pad Structure																					
	Structure Design and Detailing	2	SHTS	0.00	0.00	0.00	0.00	0.00	0.30	0.00	1.00	0.00	0.00	3.00	0.00	0.00	0.00	3.00	0.00	0.00	7.30	$ 933.64
	Electrical Power & Lighting Details	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	1.60	$ 266.30
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.20	0.20	0.00	0.00	0.20	0.00	0.00	0.00	0.70	$ 91.93
	Conduct Quantity Take-off & Calculation	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.20	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50	0.00	0.00	0.00	1.20	$ 154.52
	Polymer Tanks & Appurtenances																					
	Polymer Tanks & Appurtenances Drawings / Details	1	SHTS	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.00	0.00	1.00	0.30	0.00	0.50	0.00	1.00	0.00	0.00	2.90	$ 343.11
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.20	0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.80	$ 101.02
	TOTAL DEWATERING STATION MAN-HOURS			0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	1.00	1.30	4.00	0.00	0.50	1.20	4.50	0.00	0.00	14.50	
	TOTAL DEWATERING STATION COST			$ -	$ -	$ -	$ -	$ -	$ 187.25	$ -	$ 198.95	$ 201.18	$ 171.47	$ 533.52	$ -	$ 59.68	$ 120.91	$ 417.56	$ -	$ -	$ 1,890.52	$ 1,890.52
	ROLL-OFF TANKS																					
	Assemble / Prepare Construction Specifications	1	L.S.	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	1.50	0.00	0.00	0.00	3.00	$ 404.34
	TOTAL ROLL-OFF TANKS MAN-HOURS			0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	1.50	0.00	0.00	0.00	3.00	
	TOTAL ROLL-OFF TANKS COST			$ -	$ -	$ -	$ -	$ -	$ 187.25	$ -	$ -	$ -	$ 65.95	$ -	$ -	$ -	$ 151.14	$ -	$ -	$ -	$ 404.34	$ 404.34
	FINAL ENGINEERING REPORT																					
	Prepare Draft Fnal Report (Incl'd Engr, Det'ls, Description)	1	L.S.	0.00	0.00	1.50	0.00	3.00	3.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	15.50	$ 2,239.92
	Prepare Final Report (Incl'd Engr, Det'ls, Description)	1	L.S.	0.00	0.00	0.50	0.00	0.50	1.00	0.25	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	3.25	$ 526.39
	TOTAL FINAL ENGINEERING REPORT MAN-HOURS			0.00	0.00	2.00	0.00	3.50	4.00	2.25	2.50	0.00	0.00	0.00	0.00	0.00	0.00	4.50	0.00	0.00	18.75	
	TOTAL FINAL ENGINEERING REPORT COST			$ -	$ -	$ 465.02	$ -	$ 195.30	$ 749.00	$ 442.06	$ 497.38	$ -	$ -	$ -	$ -	$ -	$ -	$ 417.56	$ -	$ -	$ 2,766.31	$ 2,766.31
	TOTAL HOURS - FINAL DESIGN PHASE SERVICES			0.00	0.00	10.20	0.00	4.50	17.00	2.25	11.50	4.96	20.30	20.75	0.50	5.00	32.70	43.00	0.00	0.00	172.66	
	TOTAL COST - FINAL DESIGN PHASE SERVICES			$ -	$ -	$ 2,371.60	$ -	$ 251.10	$ 3,183.25	$ 442.06	$ 2,287.93	$ 997.45	$ 2,677.57	$ 2,767.64	$ 67.97	$ 596.80	$ 3,294.85	$ 3,989.97	$ -	$ -	$ 22,928.18	$ 22,928.18
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	5.91%	0.00%	2.61%	9.85%	1.30%	6.66%	2.87%	11.76%	12.02%	0.29%	2.90%	18.94%	24.90%	0.00%	0.00%	100.00%	
	TOTAL HOURS - DESIGN PHASE BASIC SERVICES			0.30	4.00	38.24	0.40	14.14	42.69	2.75	16.00	4.96	28.15	29.22	0.50	8.14	45.41	62.08	0.00	0.00	296.97	
	TOTAL COST - DESIGN PHASE BASIC SERVICES			$ 114.12	$ 1,115.90	$ 8,890.78	$ 28.02	$ 789.01	$ 7,994.35	$ 540.29	$ 3,183.20	$ 997.45	$ 3,713.48	$ 3,897.03	$ 67.97	$ 971.14	$ 4,575.26	$ 5,760.17	$ -	$ -	$ 42,638.17	$42,638.17
	% OF TOTAL HOURS PER CLASSIFICATION			0.10%	1.35%	12.88%	0.13%	4.76%	14.38%	0.93%	5.39%	1.67%	9.48%	9.84%	0.17%	2.74%	15.29%	20.90%	0.00%	0.00%	100.00%	
	ADDITIONAL DESIGN PHASE "SPECIAL" SERVICES TASKS																					
	DESIGN PHASE ADDITIONAL "SPECIAL" SERVICES																					
	STORMWATER POLUTION PROTECTION PREVENTION (SWPPP)																					

EXHIBIT "D"

LISTING OF WORK TASKS, MANHOURS & FEES

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ
(Revised August 6, 2014)

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		TOTAL MANHOURS PER TASK BY CLASSIFICATION																	
				PRINCIPAL	QA OFFICER	PROJECT MGR	DOCUMENT CONTROL / SCHEDULER	CLERICAL	PROJECT ENGR	SENIOR DESIGN ENGR (Civil)	SENIOR DESIGN ENGR (Stru.)	SENIOR DESIGN ENGR (Elect.)	DESIGN ENGR (Civil)	DESIGN ENGR (Stru.)	DESIGN ENGR (Elect.)	SENIOR DESIGN TECH	DESIGN TECH	CAD OPER	CONSTR MGR	RESIDENT SITE REP	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		QNTY	UNIT	380.40	278.99	232.51	70.05	55.80	187.25	196.47	198.95	201.18	131.90	133.38	135.93	119.36	100.76	92.79	100.39	93.79	
	Plan / Description	1	SHTS	0.00	0.00	0.20	0.00	0.80	0.25	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	1.60	0.00	0.00	5.85	$ 682.12
	Details	6	SHTS	0.00	0.00	0.00	0.00	0.00	0.20	0.00	0.00	0.00	0.00	0.00	0.00	2.40	0.00	2.40	0.00	0.00	5.00	$ 546.61
	Specifications	1	EACH	0.00	0.00	0.00	0.00	0.40	0.05	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.45	$ 163.58
	Quantities	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.60	0.00	0.00	0.00	0.00	1.60	$ 190.98
	TOTAL SWPPP MAN-HOURS			0.00	0.00	0.20	0.00	1.20	0.50	0.00	0.00	0.00	4.00	0.00	0.00	4.00	0.00	4.00	0.00	0.00	13.90	
	TOTAL SWPPP COST			$ -	$ -	$ 46.50	$ -	$ 66.96	$ 93.63	$ -	$ -	$ -	$ 527.60	$ -	$ -	$ 477.44	$ -	$ 371.16	$ -	$ -	$ 1,583.29	$ 1,583.29
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	1.44%	0.00%	8.63%	3.60%	0.00%	0.00%	0.00%	28.78%	0.00%	0.00%	28.78%	0.00%	28.78%	0.00%	0.00%	100.00%	
	OTHER MISCELLANEOUS SPECIAL SERVICES																					
	SUBCONSULTANTS																					
	Geotechnical Investigations	1	L.S.																		$ 2,950.00	$ -
	Site Lighting	0	L.S.																			$ -
	Site Landscaping	0	L.S.																		$ -	$ -
	Site Landscape Irrigation	0	L.S.																		$ -	$ -
	SUBTOTAL																				$ 2,950.00	
	DANNENBAUM																					
	Dannenbaum Subcontract Administration at 10%	1	L.S.																		$ 295.00	
	Surveying (Dannenbaum Engineering Company-McAllen, LLC)	1	L.S.																		$ 1,732.50	$ -
	PROJECT CD'S (Dannenbaum Engineering Company-McAllen, LLC)	2	EACH																		SEE ODC	$ -
	SUBTOTAL																				$ 2,027.50	
	TOTAL OTHER MISCELLANEOUS SPECIAL SERVICES																				$ 4,977.50	$ 4,977.50
	TOTAL COST - DESIGN PHASE ADDITIONAL "SPECIAL" SERVICES																					$ 6,560.79
	TOTAL DESIGN PHASE SERVICES (BASIC + SPL) COST																					$49,198.96
	BID PHASE SERVICES																					
	BIDDING PHASE SERVICES																					
	PREPARE "ISSUE FOR BID" (IFB) CONSTRUCTION DRAWINGS	48	SHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	16.00	$ 1,606.24
	PREPARE "ISSUE FOR BID" (IFB) PROJECT SPECIFICATIONS	12	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.60	$ 119.37
	PREPARE "ISSUE FOR BID" (IFB) CONSTRUCTION SPECIFICATIONS	10	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	$ 99.48
	COORDINATE / ASSEMBLE BID SETS (Bid Specifications, Construction Drawings & Specifications	1	L.S.																			$ -
	ATTEND / ASSIST WITH PREBID CONFERENCE	1	L.S.	0.00	0.00	2.00	0.00	0.00	2.00	0.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	$ 1,639.78
	PREPARE RESPONSE(S) TO BID QUESTIONS	1	L.S.	0.00	0.00	0.50	0.00	0.00	1.00	0.00	0.50	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	$ 604.16
	PREPARE ADDENDA AS REQUIRED	1	L.S.	0.00	0.00	0.05	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.55	$ 105.25
	DISTRIBUTE ADDENDA AS REQUIRED	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	ATTEND BID OPENING (By Others)	0	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	EVALUATE, PREPARE, & SUBMIT BID TABULATION	1	L.S.																			$ -
	PREPARE ENGINEER'S RECOMMENDATION OF AWARD	1	L.S.	0.00	0.00	0.50	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	$ 209.88
	NOTICE OF AWARD (By Others)	0	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	TOTAL HOURS - BID PHASE SERVICES			0.00	0.00	3.05	0.00	0.00	FALSE	0.00	3.60	3.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	29.65	
	TOTAL COST - BID PHASE SERVICES			$ -	$ -	$ 709.16	$ -	$ -	$ -	$ -	$ 716.22	$ 603.54	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,606.24	$ -	$ 3,635.16	$ 4,384.16
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	10.29%	0.00%	0.00%	0.00%	0.00%	12.14%	10.12%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	53.96%	0.00%	100.00%	
	TOTAL BID PHASE SERVICES COST																					$ 4,384.16
	COMBINED TOTAL COST FOR DESIGN AND BID PHASE SERVICES																					$ 53,583.12
	CONSTRUCTION PHASE																					
	CONSTRUCTION PHASE SERVICES																					
	A. PROJECT ADMINISTRATION																					
	PREPARE & SUBMIT ENGINEER'S MONTHLY INVOICES	5	EACH	0.00	0.00	1.25	0.00	0.00	1.25	0.00	3.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.25	$ 1,270.76
	PREPARE & SUBMIT ENGINEER'S MONTHLY PROGRESS REPORTS	5	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	PROCESSING AND DISTRIBUTION OF WORK CHG DIRECTIVES	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	PROCESSING AND DISTRIBUTION OF CHG ORDER DOCUMENTS	0	EACH																			$ -
	PROCESSING AND DISTRIBUTE REVISED CONSTRUCTION PLANS	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	PROCESSING AND DISTRIBUTE REVISED PROJECT SPECIFICATIONS	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	PROCESS CONTRACT'S MONTHLY PAY REQUESTS	3	EACH																			$ -
	PROCESS CONTRACT'S FINAL PAY REQUEST	1	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	DOCUMENT CONTROL AND REPRODUCTION	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	PREPARE / PROCESS MODIFICATIONS / SUPPLEMENTALS TO THE CONSTRUCTION CONTRACT	0	EACH																			$ -

EXHIBIT "D"

LISTING OF WORK TASKS, MANHOURS & FEES

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ
(Revised August 6, 2014)

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		TOTAL MANHOURS PER TASK BY CLASSIFICATION																	
				PRINCIPAL	QA OFFICER	PROJECT MGR	DOCUMENT CONTROL / SCHEDULER	CLERICAL	PROJECT ENGR	SENIOR DESIGN ENGR (Civil)	SENIOR DESIGN ENGR (Stru.)	SENIOR DESIGN ENGR (Elect.)	DESIGN ENGR (Civil)	DESIGN ENGR (Stru.)	DESIGN ENGR (Elect.)	SENIOR DESIGN TECH	DESIGN TECH	CAD OPER	CONSTR MGR	RESIDENT SITE REP	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		QNTY	UNIT	380.40	278.99	232.51	70.05	55.80	187.25	196.47	198.95	201.18	131.90	133.38	135.93	119.36	100.76	92.79	100.39	93.79	
	TOTAL PROJECT ADMINISTRATION MAN-HOURS			0.00	0.00	1.25	0.00	0.00	1.25	0.00	3.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.25	
	TOTAL PROJECT ADMINISTRATION COST			$ -	$ -	$ 290.64	$ -	$ -	$ 234.06	$ -	$ 746.06	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,270.76	$ 1,270.76
	B. CONSTRUCTION MANAGEMENT																					
	ASSIST THE PARTY IN OPENING AND TABULATION OF BIDS	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	PREPARE PROJECT MANUAL (Formal Contract Documents for the Contractor)																					
	a. Prepare "Issue for Construction (IFC) Construction Drawings	48	SHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.80	$0.00	$4.80	$ 481.87
	b. Prepare "Issue for Construction (IFC) Project Specifications	12	EACH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.60	$ 119.37
	c. Prepare "Issue for Construction (IFC) Construction Specifications	10	EACH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.50	$ 99.48
	d. Coordinate Reproduction & Assemble of Project Documents	1	L.S.																			$ -
	PRE-CONSTRUCTION CONFERENCE & SITE RECONNAISSANCE	1	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	CONDUCT PERODIC SITE VISITS (Average of 2 per mo. for 6 mos)	12	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	REVIEW & APPROVAL OF SUBMITTAL DOCUMENTS																					
	a. Initial Submittal	4	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	b. 1st Resubmittal (Assuming 35% Resubmittals)	2	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	c. 2nd Resubmittal (Assuming 15% Resubmittals)	1	EACH																			$ -
	REVIEW & APPROVAL OF SHOP DRAWINGS																					
	a. Initial Submittal	2	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	b. 1st Resubmittal (Assuming 35% Resubmittals)	1	EACH																			$ -
	c. 2nd Resubmittal (Assuming 15% Resubmittals)	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	REVIEW & RESPOND TO REQUESTS FOR INFORMATION (RFI'S)	6	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	REVIEW OF MATERIALS TEST REPORTS																					
	Density Reports (Asphalt, base, subgrade)	6	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	Aggregate Gradation Reports	2	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	Concrete Cyclinder Reports (2-7 day & 2-28 day per slab area / inlet / curb)	6	EACH																			$ -
	REVIEW AND APPROVE CONTRACTOR'S MONTHLY PAY REQUESTS	3	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	PREPARE AND NEGOITATE CHANGE ORDERS	1	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	PREPARE & ISSUE REVISED CONSTRUCTION PLANS & SPECIFICATIONS	1	EACH																			$ -
	TOTAL CONSTRUCTION MANAGEMENT MAN-HOURS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.80	0.00	5.90	
	TOTAL CONSTRUCTION MANAGEMENT COST			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 218.85	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 481.87	$ -	$ 700.72	$ 700.72
	C. CONSTRUCTION SITE REPRESENTATION																					
	GENERAL																					
	Conduct Substantial Completion Inspection																					
	a. Initial	1	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	b. Follow up	1	EACH																			$ -
	Prepare & Issue Certificate of Substantial Completion	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	Reconcile Contractor's Final Monthly Pay Request	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	RESIDENT ENGINEER																					
	Conduct Weekly Site Visits (Included with Wkly Constr. Mtgs)	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	Conduct Wkly Constr. Mtgs w/ Contractor (2 Hrs per Wk for 14 Wks)	0	EACH																			$ -
	RESIDENT SITE REPRESENTATIVE																					
	Daily Site Representation (104 Wks - 6 Non-Work Wks = 98 Wks at 5 Days per	0	EACH																			$ -
	Prepare Daily Reports (104 Wks - 6 Non-Work Wks = 98 Wks at 5 Days per W	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	Attend Weekly Meetings with Contractor (2 Hours per Week For 14 Weeks)	14	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	TOTAL CONSTRUCTION SITE REPRESENTATION MAN-HOURS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	TOTAL CONSTRUCTION SITE REPRESENTATION COST			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT "D"

LISTING OF WORK TASKS, MANHOURS & FEES

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ
(Revised August 6, 2014)

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		TOTAL MANHOURS PER TASK BY CLASSIFICATION																	
				PRINCIPAL	QA OFFICER	PROJECT MGR	DOCUMENT CONTROL / SCHEDULER	CLERICAL	PROJECT ENGR	SENIOR DESIGN ENGR (Civil)	SENIOR DESIGN ENGR (Stru.)	SENIOR DESIGN ENGR (Elect.)	DESIGN ENGR (Civil)	DESIGN ENGR (Stru.)	DESIGN ENGR (Elect.)	SENIOR DESIGN TECH	DESIGN TECH	CAD OPER	CONSTR MGR	RESIDENT SITE REP	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		QNTY	UNIT	380.40	278.99	232.51	70.05	55.80	187.25	196.47	198.95	201.18	131.90	133.38	135.93	119.36	100.76	92.79	100.39	93.79		
	D. PROJECT CLOSE-OUT																				
	1. AS BUILT SURVEYS:	0	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	(Horiz and Verticle Dim's of Rdwys, Pkg lots, Curbs & gutters; tops and																				
	2. RECORD DRAWINGS																				
	PREPARE RECORD DRAWINGS																				
	INCORPORATE CONTRACTOR' RED LINE DRAWINGS	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00	$ 200.78
	INCORPORATE AS-BUILT SURVEYS DATA	1	L.S.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00	$ 200.78
	PLOT / COPY RECORD DOCUMENTS	48	SHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.40	0.00	2.40	$ 240.94
	ASSEMBLE O & M DOCUMENTS	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	ASSEMBLE WARRANTY DOCUMENTS	0	EACH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ -
	TOTAL PROJECT CLOSE-OUT MAN-HOURS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.40	0.00	6.40	
	TOTAL PROJECT CLOSE-OUT COST			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 642.50	$ -	$ 642.50	$ 642.50
	TOTAL COST - CONSTRUCTION PHASE																				
	TOTAL HOURS - CONSTRUCTION PHASE SERVICES			0.00	0.00	1.25	0.00	0.00	1.25	0.00	4.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.20	0.00	18.55	
	TOTAL COST - CONSTRUCTION PHASE SERVICES			$ -	$ -	$ 290.64	$ -	$ -	$ 234.06	$ -	$ 964.91	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,124.37	$ -	$ 2,613.98	$ 2,613.98
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	6.74%	0.00%	0.00%	6.74%	0.00%	26.15%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	60.38%	0.00%	100.00%	
	TOTAL DESIGN / BID / CONSTRUCTION COST																					$ 56,197.10

EXHIBIT E

OTHER DIRECT COSTS (ODC)

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014 (Revised August 6, 2014)
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		PLOTS PER SETS		NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	COPIES PER SET			NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	COST FOR BINDING OF PRINTED DOCUMENTS					CD COMPUTER DISKS			OVER NIGHT CARRIER			TOTAL COST
				11 X 17 B & W PAPER PLOTS	22 X 34 B & W PAPER PLOTS					8.5 X 11 B & W PAPER COPIES	11 X 17 B & W PAPER COPIES	22 X 34 B & W PAPER COPIES					PAPER SIZE 8.5 X 11 (# SETS)	PAPER SIZE 11 X 17 (# SETS)	NO. OF PAGES PER SET	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	
		QNTY	UNIT	$1.50	$6.00					$0.12	$0.15	$0.32					$25.00	$35.00					$25.00			$30.00		
	DESIGN PHASE SERVICES TASKS																BINDING INCLUDES ALL LABOR & MAT'LS											
	DESIGN PHASE BASIC SERVICES																											
	PROJECT ADMINISTRATION																											
	Negotiate / Review / Sign Client's Contract	1	EACH																									
	Prepare / Negotiate Subcontractor Contracts	1	EACH																									
	Issue Writen Notice to Proceed to Subcontractors	1	EACH																									
	Prepare and Submit Monthly Invoice (4 Mos Work Schedule)	4	MOS																									
	Quality Assurance Review (QA)	1	L.S.																									
	PROJECT MANAGEMENT																											
	Attend "Kick-Off" Meeting with Stakeholders (i.e. Urban Co., City of La Villa)	1	EACH																									
	Assemble and Review Existing Data	1	EACH																									
	Conduct Site Reconnaissance	1	EACH																									
	Prepare and Submit Project Work Schedule	1	EACH																									
	Prepare & Submit Monthly Proj. Work Schedule Update (4 Mos Work Schedule)	3	EACH																									
	Prepare and Submit Monthly Progress Reports (4 Mos Work Schedule)	3	MOS																									
	Wkly Coordinate Mtgs w/ Project Team (4 Mos = 52 x 4/12 wks - 1 wk)	16	WKS																									
	PRILIMINARY DESIGN PHASE SERVICES																											
	MEETINGS																											
	Coordinate Meetings w/ Urban County	1	EACH																									
	Coordinate Meetings w/ City of La Villa	1	EACH																									
	Discussions / Meetings w/ Stakeholders / City Council	1	EACH																									
	Comment Review Meeting w/ Plan Reviewer	1	EACH																									
	GENERAL																											
	Title Sheet	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	Drawing Index Sheet	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	Symbols & Abreviations	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	General Construction Notes	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	Tabulation of Quantities Sheet	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	SITE LAYOUT																											
	Horizontal & Vertical (BMS) Control Sheet	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	Grading Plan	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	Grading Details	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	Conduct Grading Quantity Take-off & Calculation	1	L.S.																									
	Storm Water Drainage Plan	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	Storm Water Drainage Details	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	Conduct Drainage Quantity Take-off & Calculation	1	L.S.																									
	HEADWORKS																											
	Headworks Structure Design and Detailing	2	SHTS	2		1	2	$ 1.50	$ 3.00		2		3	6	$ 0.15	$ 0.90												
	Headworks Piping Design and Detailing	2	SHTS	2		1	2	$ 1.50	$ 3.00		2		3	6	$ 0.15	$ 0.90												
	Assemble / Prepare Construction Specifications	1	L.S.																									
	Conduct Quantity Take-off & Calculation	1	L.S.																									
	CLARIFIERS																											
	Instalation Drawings & Details	2	SHTS	2		1	2	$ 1.50	$ 3.00		2		3	6	$ 0.15	$ 0.90												
	Assemble / Prepare Construction Specifications	1	L.S.																									
	Conduct Quantity Take-off & Calculation	1	L.S.																									
	DEWATERING STATION																											
	Roll-Off Pad Structure																											
	Roll-Off Pad Structure Design and Detailing	2	SHTS	2		1	2	$ 1.50	$ 3.00		2		3	6	$ 0.15	$ 0.90												
	Assemble / Prepare Construction Specifications	1	L.S.																									

EXHIBIT E

OTHER DIRECT COSTS (ODC)

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014 (Revised August 6, 2014)
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		PLOTS PER SETS		NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	COPIES PER SET			NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	COST FOR BINDING OF PRINTED DOCUMENTS					CD COMPUTER DISKS			OVER NIGHT CARRIER			TOTAL COST
				11 X 17 B & W PAPER PLOTS	22 X 34 B & W PAPER PLOTS					8.5 X 11 B & W PAPER COPIES	11 X 17 B & W PAPER COPIES	22 X 34 B & W PAPER COPIES					PAPER SIZE 8.5 X 11 (# SETS)	PAPER SIZE 11 X 17 (# SETS)	NO. OF PAGES PER SET	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	
		QNTY	UNIT	$1.50	$6.00					$0.12	$0.15	$0.32					$25.00	$35.00					$25.00			$30.00		
	Conduct Quantity Take-off & Calculation	1	L.S.																									
	Polymer Tanks & Appurtenances																											
	Polymer Tanks & Appurtenances Drawings / Details	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		3	6	$ 0.15	$ 0.90												
	Assemble / Prepare Construction Specifications	1	L.S.																									
	ROLL-OFF TANKS																											
	Assemble / Prepare Construction Specifications	1	L.S.																									
	FINAL ENGINEERING REPORT																											
	Prepare Draft Report (Incl'd Engr, Det'ls, Description)	1	L.S.																									
	Prepare Final Report (Incl'd Engr, Det'ls, Description)	1	L.S.																									
	TOTAL COST - PRELIMINARY DESIGN PHASE SERVICES								$ 28.50							$ 13.50					$ -			$ -			$ -	$ 42.00
	FINAL DESIGN PHASE SERVICES																											
	MEETINGS																											
	Coordinate Meetings w/ Urban County	0	EACH																									
	Coordinate Meetings w/ City of La Villa	0	EACH																									
	Discussions / Meetings w/ Stakeholders	1	EACH																									
	Comment Review Meeting w/ Plan Reviewer	1	EACH																									
	GENERAL																											
	Title Sheet	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Drawing Index Sheet	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Symbols & Abreviations	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	General Construction Notes	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Prepare Tabulation of Quantities	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	SITE LAYOUT																											
	Horizontal & Vertical (BMS) Control Sheet	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Grading Plan	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Grading Details	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Conduct Grading Quantity Take-off & Calculation	1	L.S.																									
	Storm Water Drainage Plan	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Storm Water Drainage Details	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Conduct Drainage Quantity Take-off & Calculation	1	L.S.																									
	HEADWORKS																											
	Structure Design and Detailing	2	SHTS	2		1	2	$ 1.50	$ 3.00		2		6	12	$ 0.15	$ 1.80												
	Piping Design and Detailing	2	SHTS	2		1	2	$ 1.50	$ 3.00		2		6	12	$ 0.15	$ 1.80												
	Electrical Power & Control Details	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Assemble / Prepare Construction Specifications	1	L.S.																									
	Conduct Quantity Take-off & Calculation	1	L.S.																									
	CLARIFIERS																											
	Instalation Details	2	SHTS	2		1	2	$ 1.50	$ 3.00		2		6	12	$ 0.15	$ 1.80												
	Electrical Power & Control Details	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Assemble / Prepare Construction Specifications	1	L.S.																									
	Conduct Quantity Take-off & Calculation	1	L.S.																									
	DEWATERING STATION																											
	Roll-Off Pad Structure																											
	Structure Design and Detailing	2	SHTS	2		1	2	$ 1.50	$ 3.00		2		6	12	$ 0.15	$ 1.80												
	Electrical Power & Lighting Details	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Assemble / Prepare Construction Specifications	1	L.S.																									
	Conduct Quantity Take-off & Calculation	1	L.S.																									
	Polymer Tanks & Appurtenances																											
	Polymer Tanks & Appurtenances Drawings / Details	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Assemble / Prepare Construction Specifications	1	L.S.																									
	ROLL-OFF TANKS																											
	Assemble / Prepare Construction Specifications	1	L.S.																									

EXHIBIT E

OTHER DIRECT COSTS (ODC)

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014 (Revised August 6, 2014)
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		PLOTS PER SETS						COPIES PER SET							COST FOR BINDING OF PRINTED DOCUMENTS					CD COMPUTER DISKS			OVER NIGHT CARRIER			TOTAL COST
				11 X 17 B & W PAPER PLOTS	22 X 34 B & W PAPER PLOTS	NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	8.5 X 11 B & W PAPER COPIES	11 X 17 B & W PAPER COPIES	22 X 34 B & W PAPER COPIES	NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	PAPER SIZE 8.5 X 11 (# SETS)	PAPER SIZE 11 X 17 (# SETS)	NO. OF PAGES PER SET	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	
		QNTY	UNIT	$1.50	$6.00					$0.12	$0.15	$0.32					$25.00	$35.00					$25.00			$30.00		
	FINAL ENGINEERING REPORT																											
	Prepare Draft Fnal Report (Incl'd Engr, Det'ls, Description)	1	L.S.																									
	Prepare Final Report (Incl'd Engr, Det'ls, Description)	1	L.S.																									
	TOTAL COST - FINAL DESIGN PHASE SERVICES								$ 33.00							$ 32.40					$ -			$ -			$ -	$ 65.40
	TOTAL COST - DESIGN PHASE BASIC SERVICES								$ 61.50							$ 45.90					$ -			$ -			$ -	$ 107.40
	ADDITIONAL DESIGN PHASE "SPECIAL" SERVICES TASKS																											
	DESIGN PHASE ADDITIONAL "SPECIAL" SERVICES																											
	STORMWATER POLUTION PROTECTION PREVENTION (SWPPP)																											
	Plan / Description	1	SHTS	1		1	1	$ 1.50	$ 1.50		2		6	12	$ 0.15	$ 1.80												
	Details	6	SHTS	6		1	6	$ 1.50	$ 9.00		2		6	12	$ 0.15	$ 1.80												
	Specifications	1	EACH																									
	Quantities	1	L.S.																									
	OTHER MISCELLANEOUS SPECIAL SERVICES																											
	SUBCONSULTANTS																											
	Geotechnical Investigations	1	L.S.																									
	Site Lighting	0	L.S.																									
	Site Landscaping	0	L.S.																									
	Site Landscape Irrigation	0	L.S.																									
	SUBTOTAL																											
	DANNENBAUM																											
	Dannenbaum Subcontract Administration at 10%	1	L.S.																									
	Surveying (Dannenbaum Engineering Company-McAllen, LLC)	1	L.S.																									
	PROJECT CD'S (Dannenbaum Engineering Company-McAllen, LLC)	2	EACH																			2.00	25.00	50.00				
	SUBTOTAL																											
	TOTAL OTHER MISCELLANEOUS SPECIAL SERVICES																											
	TOTAL COST - DESIGN PHASE ADDITIONAL "SPECIAL" SERVICES								$ 10.50							$ 3.60					$ -			$ 50.00			$ -	$ 64.10
	TOTAL DESIGN PHASE SERVICES (BASIC + SPL) COST								$ 72.00							$ 49.50					$ -			$ 50.00			$ -	$ 171.50
	BID PHASE SERVICES																											
	BIDDING PHASE SERVICES																											
	PREPARE "ISSUE FOR BID" (IFB) CONSTRUCTION DRAWINGS	48	SHTS															10.00	48	35.00	by other							
	PREPARE "ISSUE FOR BID" (IFB) PROJECT SPECIFICATIONS	12	EACH														10.00		60	25.00	by other							
	PREPARE "ISSUE FOR BID" (IFB) CONSTRUCTION SPECIFICATIONS	10	EACH														10.00		50	25.00	by other							
	COORDINATE / ASSEMBLE BID SETS (Bid Specifications, Construction Drawings & Specifications	1	L.S.																									
	ATTEND / ASSIST WITH PREBID CONFERENCE	1	L.S.																									
	PREPARE RESPONSE(S) TO BID QUESTIONS	1	L.S.																									
	PREPARE ADDENDA AS REQUIRED	1	L.S.																									
	DISTRIBUTE ADDENDA AS REQUIRED	1	L.S.																						3.00	30.00	90.00	
	ATTEND BID OPENING	0	L.S.																									
	EVALUATE, PREPARE, & SUBMIT BID TABULATION	1	L.S.																									
	PREPARE ENGINEER'S RECOMMENDATION OF AWARD	1	L.S.																									
	NOTICE OF AWARD (By Others)	0	L.S.																									
	TOTAL BID PHASE SERVICES COST								$ -							$ -					$ -			$ -			$ 90.00	$ 90.00
	COMBINED TOTAL COST FOR DESIGN AND BID PHASE SERVICES								$ 72.00							$ 49.50					$ -			$ 50.00			$ 90.00	$ 261.50

EXHIBIT E

OTHER DIRECT COSTS (ODC)

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014 (Revised August 6, 2014)
Prepared by: RDS
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DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		PLOTS PER SETS		NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	COPIES PER SET			NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	COST FOR BINDING OF PRINTED DOCUMENTS					CD COMPUTER DISKS			OVER NIGHT CARRIER			TOTAL COST
				11 X 17 B & W PAPER PLOTS	22 X 34 B & W PAPER PLOTS					8.5 X 11 B & W PAPER COPIES	11 X 17 B & W PAPER COPIES	22 X 34 B & W PAPER COPIES					PAPER SIZE 8.5 X 11 (# SETS)	PAPER SIZE 11 X 17 (# SETS)	NO. OF PAGES PER SET	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	
		QNTY	UNIT	$1.50	$6.00					$0.12	$0.15	$0.32					$25.00	$35.00					$25.00			$30.00		
	CONSTRUCTION PHASE																											
	CONSTRUCTION PHASE SERVICES																											
	A. PROJECT ADMINISTRATION																											
	PREPARE & SUBMIT ENGINEER'S MONTHLY INVOICES	5	EACH																									
	PREPARE & SUBMIT ENGINEER'S MONTHLY PROGRESS REPORTS	5	EACH																									
	PROCESSING AND DISTRIBUTION OF WORK CHG DIRECTIVES	0	EACH																									
	PROCESSING AND DISTRIBUTION OF CHG ORDER DOCUMENTS	0	EACH																									
	PROCESSING AND DISTRIBUTE REVISED CONSTRUCTION PLANS	0	EACH																									
	PROCESSING AND DISTRIBUTE REVISED PROJECT SPECIFICATIONS	0	EACH																									
	PROCESS CONTRACT'S MONTHLY PAY REQUESTS	3	EACH																									
	PROCESS CONTRACT'S FINAL PAY REQUEST	1	EACH																									
	DOCUMENT CONTROL AND REPRODUCTION	1	L.S.																									
	PREPARE / PROCESS MODIFICATIONS / SUPPLEMENTALS TO THE CONSTRUCTION CONTRACT	0	EACH																									
	B. CONSTRUCTION MANAGEMENT																											
	ASSIST THE PARTY IN OPENING AND TABULATION OF BIDS	1	L.S.																									
	PREPARE PROJECT MANUAL (Formal Contract Documents for the Contractor)																											
	a. Prepare "Issue for Construction (IFC) Construction Drawings	48	SHTS															10.00	48	35.00	350.00							
	b. Prepare "Issue for Construction (IFC) Project Specifications	12	EACH														10.00		60	25.00	250.00							
	c. Prepare "Issue for Construction (IFC) Construction Specifications	10	EACH														10.00		50	25.00	250.00							
	d. Coordinate Reproduction & Assemble of Project Documents	1	L.S.																									
	PRE-CONSTRUCTION CONFERENCE & SITE RECONNAISSANCE	1	EACH																									
	CONDUCT PERODIC SITE VISITS (Average of 2 per mo. for 6 mos)	12	EACH																									
	REVIEW & APPROVAL OF SUBMITTAL DOCUMENTS																											
	a. Initial Submittal	4	EACH																									
	b. 1st Resubmittal (Assuming 35% Resubmittals)	2	EACH																									
	c. 2nd Resubmittal (Assuming 15% Resubmittals)	1	EACH																									
	REVIEW & APPROVAL OF SHOP DRAWINGS																											
	a. Initial Submittal	2	EACH																									
	b. 1st Resubmittal (Assuming 35% Resubmittals)	1	EACH																									
	c. 2nd Resubmittal (Assuming 15% Resubmittals)	0	EACH																									
	REVIEW & RESPOND TO REQUESTS FOR INFORMATION (RFI'S)	6	EACH																									
	REVIEW OF MATERIALS TEST REPORTS																											
	Density Reports (Asphalt, base, subgrade)	6	EACH																									
	Aggregate Gradation Reports	2	EACH																									
	Concrete Cyclinder Reports (2-7 day & 2-28 day per slab area / inlet / curb)	6	EACH																									
	REVIEW AND APPROVE CONTRACTOR'S MONTHLY PAY REQUESTS	3	EACH																									
	PREPARE AND NEGOITATE CHANGE ORDERS	1	EACH																									
	PREPARE & ISSUE REVISED CONSTRUCTION PLANS & SPECIFICATIONS	1	EACH																									
	C. CONSTRUCTION SITE REPRESENTATION																											
	GENERAL																											
	Conduct Substantial Completion Inspection																											
	a. Initial	1	EACH																									
	b. Follow up	1	EACH																									
	Prepare & Issue Certificate of Substantial Completion	1	L.S.																									
	Reconcile Contractor's Final Monthly Pay Request	1	L.S.																									
	RESIDENT ENGINEER																											
	Conduct Weekly Site Visits (Included with Wkly Constr. Mtgs)	0	EACH																									
	Conduct Wkly Constr. Mtgs w/ Contractor (2 Hrs per Wk for 14 Wks)	0	EACH																									
	RESIDENT SITE REPRESENTATIVE																											
	Daily Site Representation (104 Wks - 6 Non-Work Wks = 98 Wks at 5 Days pe	0	EACH																									
	Prepare Daily Reports (104 Wks - 6 Non-Work Wks = 98 Wks at 5 Days per W	0	EACH																									
	Attend Weekly Meetings with Contractor (2 Hours per Week For 14 Weeks)	14	EACH																									

EXHIBIT E

OTHER DIRECT COSTS (ODC)

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-01
Client Name: City of La Villa, Texas
Project Name: Existing WWTP Improvements (Urban County Project)

Prepared: 7/31/2014 (Revised August 6, 2014)
Prepared by: RDS
Reviewed by: GR
Checked by: LHJ

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		PLOTS PER SETS						COPIES PER SET							COST FOR BINDING OF PRINTED DOCUMENTS					CD COMPUTER DISKS			OVER NIGHT CARRIER			TOTAL COST
				11 X 17 B & W PAPER PLOTS	22 X 34 B & W PAPER PLOTS	NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	8.5 X 11 B & W PAPER COPIES	11 X 17 B & W PAPER COPIES	22 X 34 B & W PAPER COPIES	NUMBER OF SET	TOTAL NUMBER OF UNITS	UNIT COST	TOTAL COST	PAPER SIZE 8.5 X 11 (# SETS)	PAPER SIZE 11 X 17 (# SETS)	NO. OF PAGES PER SET	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	QNTY	UNIT COST	TOTAL COST	
		QNTY	UNIT	$1.50	$6.00					$0.12	$0.15	$0.32					$25.00	$35.00					$25.00			$30.00		
	D. PROJECT CLOSE-OUT																											
	1. AS BUILT SURVEYS:	0	L.S.																									
	(Horiz and Verticle Dim's of Rdwys, Pkg lots, Curbs & gutters; tops and flowlines of manholes and inlets; stm swr pipe sizes and flowlines; etc.) (BY OTHERS)																											
	2. RECORD DRAWINGS																											
	PREPARE RECORD DRAWINGS																											
	INCORPORATE CONTRACTOR' RED LINE DRAWINGS	1	L.S.																									
	INCORPORATE AS-BUILT SURVEYS DATA	1	L.S.																									
	PLOT RECORD DRAWINGS	48	SHTS	48		1	48	$ 1.50	$72.00		48		2	96	$ 0.15	$14.40		3.00	48	35.00	105.00							
	ASSEMBLE O & M DOCUMENTS	0	EACH																									
	ASSEMBLE WARRANTY DOCUMENTS	0	EACH																									
	TOTAL COST - CONSTRUCTION PHASE								$72.00							$14.40					$955.00			$0.00			$0.00	$1,041.40
	TOTAL DESIGN BID CONSTRUCTION COST								#######							$ 63.90					$955.00			$ 50.00			$ 90.00	$ 1,302.90

EXHIBIT F

SURVEYING FEE BUDGET ESTIMATE

Dannenbaum Engineering Company - McAllen, LLC
Client: Urban County Program
Project Number:
Project Name: City of La Villa Existing WWT Plant Improvements

Prepared by:	JV
Reviewed by:	RDS
Checked by:	NO
Date Prepared:	7/31/2014

DEC TASK CODE	DESCRIPTION OF WORK TASK	MANHOURS/CREWHOURS PER TASK BY CLASSIFICATION							TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		SURVEY RPLS $215.00	SENIOR SURVEYOR $192.00	2-MAN CREW $130.00	1-MAN VRS $85.00	SURVEY TECH. $85.00	QA/QC REVIEW $200.00	SECTY $57.00		
	ESTABLISH GROUND CONTROL									
	Recover Primary Control				1				1	$ 85.00
	Set Secondary Control				2				2	$ 170.00
	OBTAIN EXISTING GROUND / STRUCTURE TOPOGRAPHY				6	3			9	$ 765.00
	TOTAL HOURS	0	0	0	9	3	0	0	12	**$ 1,020.00**
	DIRECT LABOR COSTS	$ -	$ -	$ -	$ 765.00	$ 255.00	$ -	$ -	$ 1,020.00	CHECK
	TOTAL									
	% OF TOTAL HOURS	0.00%	0.00%	0.00%	75.00%	25.00%	0.00%	0.00%	100.00%	

DIRECT EXPENSES	QUANTITY	UNITS	UNIT PRICE	AMOUNT
PERDIEM	0	PER DAY	$ 35.00	$ -
LODGING	0	PER DAY	$ -	$ -
AUTO EXPENSE	0	PER DAY	$ -	$ -
SURVEY VEHICLE	0	PER DAY	$ 95.00	$ -
GPS USAGE	2	PER DAY	$ 475.00	$ 712.50
ABSTRACTING	0	EACH	$ -	$ -
				$ -
TOTAL SURVEY DIRECT EXPENSES				**$ 712.50**

SURVEY	
TOTAL LABOR COSTS:	$ 1,020.00
DIRECT EXPENSES	$ 712.50
SURVEY TOTAL COST	**$ 1,732.50**

EXHIBIT G

TERRACON
GEOTECHNICAL FEE ESTIMATE

Engineer:
Dannenbaum Engineering Company - McAllen, LLC

Client:
Urban County Program

Project Number:
Unkown at this time

Project Name:
City of La Villa, Existing WWT Plant Improvements

Prepared by:	JV
Reviewed by:	RDS
Checked by:	NO
Date Prepared:	7/31/2014

Revised 08/06/2014

****** SEE ATTACHED PROPOSAL DATED JUNE 11, 2014 ******

Terracon

June 11, 2014

Dannenbaum Engineering Company - McAllen, LLC
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Attn: Mr. Richard Seitz, P.E.
Sr. Project Manager
P: (956) 682-3677
M: (713) 203-6653
E: richard.seitz@dannenbaum.com

Re: Proposal for Geotechnical Engineering Services
Wastewater Treatment Plant Improvements
Mile 17 N. Road
La Villa, Texas
Terracon Proposal No. P88140222

Dear Mr. Seitz:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. The purpose of this study will be to evaluate the pertinent geotechnical conditions at the site and to develop geotechnical parameters, which will assist in the design and construction of a improvements to the existing Wastewater treatment Plant (WWTP) in La Villa, Texas. This proposal outlines our understanding of the project and scope of services, and provides a lump sum fee for our services. We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.

A. PROJECT INFORMATION

Site Location

ITEM	DESCRIPTION
Location	The site is located on the on the north side of Mile 17 N. Road in La Villa, Texas.
Existing improvements	Typical wastewater plant structures.
Current ground cover	Native grasses and soils (partial). We understand that existing WWTP structures are partially occupying the site.
Existing topography	The site appears flat and level (assumed).

Project Description

ITEM	DESCRIPTION
Structures	The project will include the construction of new slabs for new improvements to the WWTP.
Finished floor elevation	Proposed Finished Floor Elevation (unknown).

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

Field Program – As requested, based on the proposed structure and our familiarity with soil conditions at this site, we propose to perform the following exploration for this project:

Structures	Number of Borings	Approximate Depth of Borings, feet
New Slabs	2	15

Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. Five samples will be obtained in the upper ten feet of each of the deep borings and at intervals of five feet there after. In addition we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

Conditions/Items to be provided by Client: We have been provided with a scaled drawing that depicts the tentative layout of the proposed development. The locations of the borings will be established using this tentative project layout by our field personnel upon arrival at the site. The boring layout will be approximate. Our field personnel will locate the borings by measuring distances and estimating right angles from available reference points on or adjacent to the site.

Additional items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area.
We will contact Texas One Call service for location of utilities in public easements. Location of private lines on the property is not part of the Texas One Call or Terracon scope. All private lines should be marked by others prior to commencement of drilling.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our truck-mounted drilling equipment and Terracon providing layout of the borings; additional costs may result if this is not the case. It does not include services associated with site clearing or location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary. We understand that the client will obtain permits required to access boring locations, if needed.

For safety purposes, all borings will be backfilled immediately after their completion. Excess auger cuttings would be disposed of on the site. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We could provide this service at your request or grout the holes, but this would involve additional cost.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limits, and strength tests (unconfined compression/calibrated penetrometer), as appropriate.

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification;
- Summarized laboratory data;
- Groundwater levels observed during and after completion drilling;
- Boring location plan;
- Subsurface exploration procedures;
- Encountered soils conditions;
- Parameters for foundation design;
- Estimated settlement of foundations; and
- Subgrade preparation/ earthwork recommendations.

Schedule - We can generally begin the field exploration program within five days after receipt of notice to proceed, if site and weather conditions permit. We estimate the final geotechnical report can be completed within about three to four weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal

information or recommendations for specific project requirements after we have completed our field and laboratory programs.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and engineering report, the lump sum total fee would be **$2,950**. Unless instructed otherwise, the invoice will be sent to your attention at the above address.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning a copy to Terracon. Project initiation may be expedited by emailing or faxing a copy of the signed Agreement for Services to 956-283-8279. Unless requested otherwise, a hard copy of this proposal will not be mailed to you.

The terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you. If you have any questions regarding this proposal, please feel free to contact us.

Sincerely,
Terracon Consultants Inc.

Stephanie Rendon, MBA
Client Development Specialist

Alfonso A. Soto, P.E.
Principal

SMR/AAS/ms – P88140222

Attachments: Agreement for Services
Distribution Sheet

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2014

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	CONTACT NAME:	
Arthur J. Gallagher Risk Management Services, Inc. 8511 South Sam Houston Pkwy. East Houston TX 77075	PHONE (A/C, No, Ext): 713-209-2800	FAX (A/C, No): 713-209-2899
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027	INSURER A : Continental Casualty	20443
DANNE-1	INSURER B : Valley Forge Insurance Co	20508
	INSURER C : Continental Insurance Co.	35289
	INSURER D : Transportation Ins. Co.	20494
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1026283648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Cont Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			2053853648	6/1/2014	6/1/2015	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 $700,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			1015348305	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			2053853049	6/1/2014	6/1/2015	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			1022022126	6/1/2014	6/1/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liability Claims Made RET Date 4/1/03			AEH254055021	4/1/2014	4/1/2015	Per Claim Aggregate	5,000,000 5,000,000

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

DEC Project No. 0048-01

See Attached...

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Urban County Program 427 E. Duranta, Suite 107 Alamo TX 78516	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE John Michael Barmore

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AGENCY CUSTOMER ID: DANNE-1

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Arthur J. Gallagher Risk Management Services, Inc.		Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and 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 thecertificate holder that requires such status.

The General Liability is primary and non-contributory to other insurancewhen required by written contract.

Workers Compensation includes coverage for executive officers.

The umbrella liability coverage is follow form as respects the additional insured and waiver of subrogation provisions of the underlying policies.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC; Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS ,Joint Venture;Dannenbaum Engineering Company-El Paso,LLC,Dannenbaum, Dodson and Terra Nova JV,Dannenbaum, WP Moore and Terra Nova JV,and Munoz & Dannenbaum JV.

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AI-46161 **Urban County 15. J.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) architectural firms from the County's approved "pool" as graded and evaluated by the City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 15 & 22 thru 26 (2002 & 2009-2013) Peñitas Parks, Recreational Facility Improvement funds.

Professional Service Firm	Grade	Ranked
Alcocer Garcia Associates, Inc.	97.33 %	
ROFA Architects	88.33%	
Mata-Garcia Architects, LLP	83.66%	

3. Authority to negotiate a professional architectural service contract with the No. 1 ranked firm of _____ for the provision of architectural services for an Urban County Program Years 15 & 22 thru 26 (2002 & 2009-2013) Peñitas Parks Recreational Facility Improvements project.

BACKGROUND

The three (3) architectural firms rated from the County's approved "pool" are: Alcocer Garcia Associates Inc., ROFA Architects, and Mata-Garcia Architects LLP, for a Parks, Recreational Facility Improvements Project. The Peñitas Memorial Park project is a multi-year funded project which consists of new construction of a water feature Splash Pad, sitting areas, benches/bleachers, canopies, drainage improvements to handle the water runoff from the Splash Pad installation, related expenses such as but not limited to architectural services, material testing services and advertisements as they pertain to project completion.

Funds Available:	$ 34,975.00	2002 Peñitas Parks, Recreational Facility Improvements
	$ 15,336.82	2009 Peñitas Parks, Recreational Facility Improvements
	$ 83,871.25	2010 Peñitas Parks, Recreational Facility Improvements
	$ 90,000.00	2011 Peñitas Parks, Recreational Facility Improvements
	$118,386.55	2012 Peñitas Parks, Recreational Facility Improvements
	$ 62.193.85	2013 Peñitas Parks, Recreational Facility Improvements
	$404,763.47	**Total Funds Available**

Attachments

Architectural for Penitas Memorial Park

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/26/2014 01:42 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 08/22/2014 03:03 PM

Final Approval Date: 09/05/2014

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Antonio Flores Jr.
Commissioner Alex Guajardo
Commissioner Tomas Cedillo Jr.
Commissioner JR Flores
City Manager Oscar Cuellar Jr.
City Secretary Ana Valdez

August 21, 2014

Diana Serna, Director
Hidalgo County Urban County Program
Alamo, Texas 78516

Re: SOQ Architertural Services

Dear Ms. Serna

Enclosed are the rating sheets for the Architectural services for the Peñitas Memorial Park/Splash Pad Project. As you can see Alcocer Garcia is our highest ranked firm and we recommend them for this project.

If you have any questions or require additional information please contact me at oscarpenitas@yahoo.com or call me at 956-581-3346.

Respectfully

Oscar Cuellar Jr.
City Manager

CC: Guadalupe Garcia, UC Coordinator

City of Peñitas
Architectural Services
Parks, Recreational Facility Improvements
Years 23 (2010)
Grading-Ranking Grid

Criteria	Alcocer Garcia Associates, Inc.			ROFA Architects			Mata-Garcia Architects. LLP		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	25	25	25	20	25	25	18	25	23
Experience of Project Team	23	23	23	18	25	23	17	23	21
Experience/ Availability of Project Manager	20	20	18	17	17	16	14	20	16
Understanding of Project	20	20	20	13	20	20	14	18	20
Familiarity with Applicable Rules & Regulations	10	10	10	6	10	10	4	8	10
TOTALS	98	98	96	74	97	94	67	94	90
AVERAGES	292 % 3 = 97.33%			265 % 3 = 88.33%			251 % 3 = 83.66%		
RATING	1			2			3		

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: meets or exceeds expectations and qualifications		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	4
➢ One technical staff member with ten (10) years experience	5	4
Comments/Rationale For Points: meets all project needs and exceeds project requirements		TOTAL 23
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: meets or exceeds the requirements		TOTAL 20
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
Comments/Rationale For Points: SOQ shows past experience in similar projects in Peñitas and Other Cities		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: SOQ shows extensive work in UC projects and knows UC Rules & Regs.		TOTAL 10
	Total Score	98

Project Name: 2010 Peñitas Military Park Project Department: UCP

Firm/Participant Name: Alcocer Garcia Associates, Inc.

Evaluator's Signature/Name: Oscar Cuellar Jr Date: 8-17-14

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	4
➢ One technical staff member with ten (10) years experience	5	4
Comments/Rationale For Points: Meets most criteria, but needs to include years of experience for technical STAFF		TOTAL 23
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		98

Project Name: 2010 Peñitas Military Park Project Department: UCP

Firm/Participant Name: Alcocer Garcia Associates, Inc.

Evaluator's Signature/Name: ANTONIO GARCIA Date: 8/20/14

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	05
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Meets Criteria; firm has performed various projects with Hidalgo County & the City of Peñitas		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	05
➢ One technical staff member with ten (10) years experience	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 23
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	05
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Firm has on going projects with Hidalgo County		TOTAL 18
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		96

Project Name: City of Peñitas Parks, Rec Facility Imp Department: UCP

Firm/Participant Name: Alcoser Garcia Associates, Inc.

Evaluator's Signature/Name: _____ Date: 08/21/14

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➢ Provide information on proposed professional Firm experience	5	4
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	8
Comments/Rationale For Points: Good Experience but under a actual responsibilities		TOTAL 20
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	7
➢ One technical staff member with five (5) years experience	5	4
➢ One technical staff member with ten (10) years experience	5	4
Comments/Rationale For Points: Experience is sufficient plus personal knowledge based on prior UC Library Project		TOTAL 18
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	7
Comments/Rationale For Points: Range of Project manager experience appears limited		TOTAL 17
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
Comments/Rationale For Points: park project experience appears limited		TOTAL 13
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: does more school projects and UC experience ~~Some~~ limited		TOTAL 6
	Total Score	74

Project Name: 2010 Peñitas Military Park Project Department: UCP

Firm/Participant Name: ROFA Architects

Evaluator's Signature/Name: Oscar Cuellar Jr. Date: 8-17-14

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	2
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets most criteria but does not mention experience in Park Development		TOTAL 17
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		97

Project Name: 2010 Peñitas Military Park Project Department: UCP

Firm/Participant Name: ROFA Architects

Evaluator's Signature/Name: Antonia Barco Date: 8/20/14

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	05
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Meets Criteria;		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	05
➢ One technical staff member with ten (10) years experience	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 23
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	03
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets Criteria; Firm has previous history of keeping up with timeline		TOTAL 16
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		94

Project Name: City of Peñitas Parks, Rec Facility Imp Department: UCP

Firm/Participant Name: ROFA Architects

Evaluator's Signature/Name: [signature] Date: 08/21/14

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➢ Provide information on proposed professional Firm experience	5	3
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	6
Comments/Rationale For Points: SOQ is vague / Lists references & projects with no explanation		TOTAL 18
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	7
➢ One technical staff member with five (5) years experience	5	3
➢ One technical staff member with ten (10) years experience	5	3
Comments/Rationale For Points: Insufficient information		TOTAL 17
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	4
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	6
Comments/Rationale For Points: no explanation or information on Project Manager Exp. & Architect		TOTAL 14
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
Comments/Rationale For Points:		TOTAL 14
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points:		TOTAL 4
Total Score		67

Project Name: 2010 Peñitas Military Park Project Department: UCP

Firm/Participant Name: Mata & Garcia Architects, LLP

Evaluator's Signature/Name: Oscar Cuellar Jr / Oscar Cuellar Jr Date: 8/17/14

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	4
➢ One technical staff member with ten (10) years experience	5	4
Comments/Rationale For Points: Meets most criteria, but must document Technical STAFF time of service		TOTAL 23
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
Comments/Rationale For Points: Meets most criteria, but state knowledge & experience working with Federal/State & local Regulations and more responsive.		TOTAL 18
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Needs to indicate knowledge and experience of govt. Regulations as applicable and narrative	Total Score	TOTAL 8 94

Project Name: 2010 Peñitas Military Park Project Department: UCP

Firm/Participant Name: Mata & Garcia Architects, LLP

Evaluator's Signature/Name: Antonio Barco Date: 9/20/14

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	08
➢ Provide information on proposed professional Firm experience	5	05
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: SOQ does not reference AIA 50% of SOQ is Legal Notice		TOTAL 23
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ One technical staff member with five (5) years experience	5	05
➢ One technical staff member with ten (10) years experience	5	05
Comments/Rationale For Points: Meets Criteria, however SOQ very limited information		TOTAL 21
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	03
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets Criteria; SOQ has very limited information to eval		TOTAL 16
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		90

Project Name: City of Peñitas Parks, Rec Facility Imp Department: UCP

Firm/Participant Name: Mata Garcia Architects, LLP.

Evaluator's Signature/Name: Oscar Garza Date: 08/21/14

AI-46114 **Urban County 15. K.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Texas Cordia Construction, LLC for the Street Improvements (Old La Blanca Road) project with a total contract amount of $315,000.00. Utilizing UCP – Precinct No. 1 Street Improvement funds FYs' 23, 25, 26 & 27 (2010, 2012, 2013 & 2014).

BACKGROUND

LeFEVRE Engineering and Management Consultant, LLC. prepared the specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on August 6, 2014 for a Precinct No. 1 Street improvements project (Old La Blanca Road). After review the project engineer recommended Texas Cordia Construction, LLC as the lowest of two (2) qualified bidders. (See attached recommendation letter from project engineer, copy of bid tabulation sheet and certificate of insurance.)

Contractor:	Texas Cordia Construction, LLC	
Contract Amount:	**$315,000.00**	
Funds Available:	$ 6,770.50	FY 23 (2010) Street Improvements
	$ 4,459.53	FY 25 (2012) Street Improvements
	$ 255,123.76	FY 26 (2013) Street Improvements
	$ 275,311.00	FY 27 (2014) Street Improvements
Total:	**$541,664.79**	

Attachments

Texas Cordia Street Improvements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 01:22 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Olga Lerma Started On: 08/21/2014 10:24 AM

Final Approval Date: 09/05/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: August 6, 2014	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hidalgo County Precinct No. 1 - Street Improvements to: Old La Blanca Road (Mile 9 to Mile 10)"

BID NO: **5013-91-0311-5000-9100-UCP-ML**	**PROCURMENT SPECIALIST:**

RFB NO.	NAME OF COMPANY	TOTAL PRICE	ALTERNATE 1	ALTERNATE 2	BID BOND OR CHECK INCLUDE
#1	Saenz Brothers Construction, LLC	$361,743.40	$32,456.00	$24,000.00	BB INCLUDED
#2	Texas Cordia Construction, LLC	$315,000.00	$303,991.75	$300,800.00	BB INCLUDED
#3					
#4					
#5					
#6					
#7					
#8					

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

LeFEVRE
ENVIRONMENTAL &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

August 12, 2014

Comm. A.C. Cuellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78596

Re: Hidalgo Co. Urban County Program – Old La Blanca Road – Street Improvements
UCP No. 5013-91-0311-5000-9100-UCP-ML
LEMC No. 169

Dear Commissioner Cuellar:

On Wednesday, August 6, 2014. bids were received and opened for the Old La Blanca Road in Precinct 1 Hidalgo County, Texas. A total of two (2) bids were received. Enclosed is the bid tabulation for this project.

The low base bid was submitted by Texas Cordia Construction, LLC. of Edinburg, Texas, in the amount of $315,000.00. References have been contacted with no negative impact on our recommendation. We recommend that this project be awarded to Texas Cordia Construction, LLC.

Please call my office should you have any questions on the enclosed information.

Sincerely,

Hilario Ortiz, Jr.
Project Manager

Enclosures:

cc: Monica Leal,, Program Specialists, HC Urban County Project
Emigdio "Milo" Salinas, PE – Project Engineer, LEMC
File: Z:\5 Projects\Hidalgo\Precinct 1\P169 Old La Blanca Rd\Bid Phase\Letter of Recommendation.docx

FINAL BID TABULATION
FOR
Old La Blanca Road - Street Improvements
UCP No. 5013-91-0311-5000-9100-UCP-ML

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 620
McAllen, Texas 78504
Tel. 956.687.5362
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

Civil Engineering
Environmental Engineering
Planning
Project Management

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
				BIDDER #1		BIDDER #2	
				Texas Corda Construction, LLC		Saenz Brothers Construction, LLC	
P169 Old La Blanca Road Project No 5013-91-0311-5000-9100-UCP-ML							
	General Project						
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.	LS	1	$ 9,000.00	$ 9,000.00	$ 20,000.00	$ 20,000.00
1-2	Construction Staking	LS	1	$ 5,400.00	$ 5,400.00	$ 20,000.00	$ 20,000.00
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan.	LS	1	$ 4,457.00	$ 4,457.00	$ 6,500.00	$ 6,500.00
	Total General Project				**$ 22,357.00**		**$ 50,000.00**
	Old La Blanca Road						
2-1	Place 2-inch Hot Mix Asphalt Concrete Type "D" (2-inch compacted thickness) to a width of 24-ft according to the plans and specifications; complete in place.	SY	9572	$ 9.00	$ 86,148.00	$ 13.20	$ 126,350.40
2-2	Prime Coat (MC-30) (0.2 GAL/SY), according to the plans and specifications; complete in place.	GAL	1915	$ 5.00	$ 9,575.00	$ 6.00	$ 11,490.00
2-3	8-inch Scarify Existing Caliche Base and Asphalt and stabilize the salvaged material with lime (3%); re-compact salvaged material for flex-base (8-inch compacted thickness) to a width of 28-ft (additional caliche needed to achieve 28-ft width does not require lime stabilization (additional caliche required to be included on this bid item) according to the plans and specifications complete in place	SY	11050	$ 8.00	$ 88,400.00	$ 6.00	$ 66,300.00
2-4	8-inch Scarify and compact Sub-Grade to a width of 28-ft according to the plans and specifications complete in place	SY	11050	$ 2.00	$ 22,100.00	$ 2.50	$ 27,625.00
2-5	6-inch Concrete Residential Driveway (3500 PSI), according to the plans and specifications; complete in place.	SY	159	$ 65.00	$ 10,335.00	$ 60.00	$ 9,540.00
2-6	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	1278	$ 15.00	$ 19,170.00	$ 11.00	$ 14,058.00
2-7	Re-Grading of Existing Bar Ditch (coordination with Hidalgo County Precinct No. 1 Staff for removal of excessive trash on right-of-way to be included on this bid item), according to the plans and specifications; complete in place.	LS	1	$ 20,000.00	$ 20,000.00	$ 5,000.00	$ 5,000.00

FINAL BID TABULATION
FOR
Old La Blanca Road - Street Improvements
UCP No. 5013-91-0311-5000-9100-UCP-ML

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
				BIDDER #1		BIDDER #2	
				Texas Corda Construction, LLC		Saenz Brothers Construction, LLC	
P-169 Old La Blanca Road Project No. 5013-91-0311-5000-9100-UCP-ML							
2-8	Remove Existing Culvert Pipes (if applicable; dispose as per Hidalgo County Precinct No. 1 requirement) and install a 15-inch HDPE Pipe, according to the plans and specifications; complete in place	LF	995	$ 25.00	$ 24,875.00	$ 35.00	$ 34,825.00
2-9	Remove Existing Culvert Pipe (if applicable; dispose as per Hidalgo County Precinct No. 1 requirement) and install an 18-inch Reinforced Concrete Pipe (RCP) Class IV, according to the plans and specifications; complete in place.	LF	301	$ 40.00	$ 12,040.00	$ 55.00	$ 16,555.00
	Total Old La Blanca Road				$ 292,643.00		$ 311,743.40
	Alternate No. 1 And DEDUCT the following Unit Price Bid items to replace them:						
2-1a	Deduct the labor for bid item 2-1 of the original contract and Hidalgo County Precinct No. 1 Staff to Place 2-inch Hot Mix Asphalt Concrete Type "D" (2-inch compacted thickness) to a width of 24-ft (Contractor responsible for material cost) according to the plans and specifications; complete in place	SY	9572	$ 1.00	$ 9,572.00	3	$ 28,716.00
2-2a	Deduct the labor for bid item 2-2 of the original contract and Hidalgo County Precinct No. 1 Staff to Install Prime Coat (MC-30) (0.2 GAL/SY) (Contractor responsible for material cost), according to the plans and specifications; complete in place	GAL	1915	$ 0.75	$ 1,436.25	2	$ 3,830.00
	Total Alternate No. 1				$ 11,008.25		$ 32,546.00
	Alternate No. 2 And DEDUCT the following Unit Price Bid items to replace them:						
2-1b	Deduct the hauling portion of bid item 2-1, so that Hidalgo County Precinct No. 1 to provide the hauling of Proposed Hot Mix as necessary to complete the installation of bid item 2-1	LS	1	$ 8,100.00	$ 8,100.00	$ 8,000.00	$ 8,000.00
2-3b	Deduct the hauling portion of bid item 2-3, and instead Hidalgo County Precinct No. 1 to provide the hauling of Existing Caliche Base, Asphalt and Additional Caliche Base as necessary to complete the installation of bid item 2-3	LS	1	$ 6,100.00	$ 6,100.00	$ 16,000.00	$ 16,000.00
	Total Alternate No. 2				$ 14,200.00		$ 24,000.00
	Grand Total				$ 315,000.00		$ 361,743.40
	Total Minus Alternate No. 1				$ 303,991.75		$ 329,197.40
	Total Minus Alternate No. 2				$ 300,800.00		$ 337,743.40

* *Mathematical Error*

CONSTRUCTION CONTRACT

This Agreement entered into this **9th day of August 2014** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Texas Cordia Construction, LLC (a corporation)** (a partnership) (an individual) of **Edinburg** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**Precinct No. 1 – Street Improvements Project**
PROJECT No.:	**5013-91-0311-5000-9100-UCP-ML**
PROJECT DESCRIPTION:	**Street Improvements to Old La Blanca Road**

heinafter called the project, for the sum of **($315,000.00) Three hundred and fifteen thousand dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Lefevre Engineering & Management Consulting, LLC** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

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

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

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

Yara M. Corbitt, President

Name of Firm: Texas Cordia Construction, LLC

Address: 3149-A Center Pointe Drive
Edinburg, TX 78539

Federal I.D./S.S.: 452590990

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ____ day of _____, 2014,

by _____, _____ of and on behalf of _____.
(name) (title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Lone Star Insurance Services Inc
1717 North Sam Houston Pkwy #115
Houston TX 77038

CONTACT NAME:
PHONE (A/C, No, Ext): 281-260-2000 FAX (A/C, No): 281-260-3065
E-MAIL ADDRESS: coi@bbtexas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Co.	36940
INSURER B : Hallmark County Mutual Ins Co	29408
INSURER C : Scottsdale Insurance Company	41297
INSURER D : America First Insurance Co	12696
INSURER E : Texas Mutual Insurance Company	22945
INSURER F :	

INSURED
TEXAS25
Texas Cordia Construction, LLC
3149 Center Point Drive St. A
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 2005028863 **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	Y	Y	ESG30001500	10/11/2013	10/11/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	TXA51807700	10/11/2013	10/11/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] UM						UM limit	$1,000,000
C	[ ] UMBRELLA LIAB [X] OCCUR	Y	Y	XLS0090631	10/11/2013	10/11/2014	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $ 10,000							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	TSF0001268917	5/9/2014	5/9/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Equipment Leased or Rented			IM8969882	11/27/2013	11/27/2014	Limit per item Limit per occurrence	$100,000 $500,000

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

GL&AUTO- The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status

RE: Hidalgo County Precinct No. 1 – Street Improvements to: Old La Blanca Road (Mile 9 to Mile 10)
Bid No.: 5013-91-0311-500-9100-UCP-ML

CERTIFICATE HOLDER

Hidalgo County-Urban County Program
Attn: Diana R. Serna, Director
427 E. Durante Avenue, Suite 107
Alamo TX 78516

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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SUMMARY OF INSURANCE

For **Texas Cordia Construction, LLC**
Ms. Yara Corbitt
3149 Center Point Drive St. A
Edinburg, TX
78539 956-627-6181

Business Automobile - Vehicle Schedule

Policy No. TXA51807700

Co #	Year	Make	Model	VIN	Garage Loc	Class	Cost New	Liab	PIP	Med Pay	UM	Comp	Coll	Tot Prem
001	2007	Ford	F250	1FT5X20PX7EB15912	Edinburg, TX 78539 ACV:	01189	20,000	X	X		X	500	500	
002	2007	Chevrolet	C1500	1GCEC19V57Z16073	Edinburg, TX 78539 ACV:	01189	20,000	X	X		X	500	500	
003	2004	Chevrolet	Silverado	1GCHC24U14E326546	Edinburg, TX 78539 ACV:	01189	10,000	X	X		X	500	500	
004	2006	Dodge	Ram	1D7KS28C36J233909	Edinburg, TX 78539 ACV:	21189	28,250	X	X		X	500	500	
005	2008	Chevrolet	C1500	3GCEK13C88G226595 Loss Payee: GM Financial PO Box 1617 Minneapolis, MN 55440-1617	Edinburg, TX 78539 ACV:	21189	20,000	X	X		X	500	500	
006	2013	Chevrolet	C2500	1GC1KXE83DF170801	Edinburg, TX 78539 ACV:	01189	30,000	X	X		X	500	500	
007	2013	Chevrolet	C2500	1GC1KXE81DF169419	Edinburg, TX 78539 ACV:	01189	30,000	X	X		X	500	500	
008	2002	Intl		2HSCEAMR62C016588	,		12,500	X	X		X	500	500	
009	1986	Ford	Water	1FDPK84N2GVA22667	Edinburg, TX		11,500	X	X		X	500	500	
010	1993	Belly	Dump	1R9BD4024P1051037	Edinburg, TX		14,000	X	X		X	500	500	
011	1995	WITZ	Lowboy	1W9A11E38SS061049	Edinburg, TX		21,000	X	X		X	500	500	
012	1995	Chev	S10	1GCCS1947S8262668	Edinburg, TX	014990	2,500	X	X		X	500	500	
013	2008	Pace		47ZAB16228X057191	Edinburg, TX		1,500	X	X		X	500	500	
014	2005	Ford	F150	1FTPX145X5FB49624	Edinburg, TX 78539	01499	7,800	X	X		X	500	500	
015	1975	Peterbilt	Dump Truck	65370P	Edinburg, TX 78539		11,500	X	X		X	500	500	
016	2014	GMC	Yukon	1GKS2MEF5ER139572 Lienholder: Highway District 21 Federal PO Box 4402 McAllen, TX 78502	Edinburg, TX 78537	01189	45,000	X	X		X	500	500	
017	1992	Kenworth	Trk	1XKADR9X0NS565667	, TX			X	X		X	500	500	
018	2013	Homemade	Trailer	TBD	Edinburg, TX 78539		3,000	X	X		X	500	500	

SUMMARY OF INSURANCE

Prepared: 8/13/2014

For Texas Cordia Construction, LLC
Ms. Yara Corbitt
3149 Center Point Drive St. A
Edinburg, TX
78539 956-627-6181

Business Automobile - Vehicle Schedule

Policy No. TXA51807700

Co #	Year	Make	Model	VIN	Garage Loc	Class	Cost New	Liab	PIP	Med Pay	UM	Comp	Coll	Tot Prem
019	1993	Kenworth		1XKADR9X3PS591523	Edinburg, TX		12,500	X	X			500	500	

SUMMARY OF INSURANCE

Prepared: 8/13/2014

For **Texas Cordia Construction, LLC**
Ms. Yara Corbitt
3149 Center Point Drive St. A
Edinburg, TX
78539 956-627-6181

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Business Auto		Hallmark County Mutual Ins Co	TXA51807700	10/11/13	10/11/14	
Liability						
CSL	1,000,000					
PIP Per Person Limit	2,500					
Uninsured Motorists						
CSL	1,000,000					
Underinsured Motorists						
CSL	1,000,000					
Endorsements, Forms, Conditions.						
TDOT #2450394						
* See Attached Vehicle Schedule						
* See Attached Driver Schedule						

AI-46300 **Elections Administration 16. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Appointment of the Early Voting Ballot Board for the November 4, 2014 General and Special State Constitutional Amendment Elections.
2. Appointment of the Central Counting Station for the November 4, 2014 General and Special State Constitutional Amendment Elections.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

NO FISCAL IMPACT

Attachments

BB List

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/03/2014 02:12 PM
Obdett Calzada	Obdett Calzada	09/03/2014 04:51 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 09/03/2014 11:41 AM

Final Approval Date: 09/05/2014

Hidalgo County Elections Department
November 4, 2014 General and Special State Constitutional Amendment Election
Ballot Board Selection Form

Democratic Party Names:

1. Kenna Giffin
2. Alma Vera
3. Kathryn Hearn
4. Elda Garcia
5. Mel Sanders
6. Yolanda T. Alvarado
7. Sandy Alvarado
8. Copitzi Salinas
9. Marissa Sanchez
10. Kelly Salazar
11. Rosalinda Ramirez
12. Letty Saenz
13. Nathan Schwarz
14. Leslie Gower
15. Rosalie Weisfeld

Republican Party Names:

1. Melissa Beall
2. Denny Church
3. Carol Crosby
4. Fern McClaugherty
5. Cruz Quintana Jr.
6. Becky Hanshaw
7. Lucy Snearley
8. Fred Beall
9. Debi Crouch
10. Pete Pranis
11. Kathy Ament
12. Deborah Avellano
13. Donita O'Donnell
14. Sandra Cararas
15. Ruth Bostick
16. Ian Bowen
17. Robert Burnum
18. Kevin Ramsey
19. Beth Barnes
20. Janie Melendez

Ballot Board Members

JUDGE 1. **DEM** _____

2. **DEM** _____

3. **DEM** _____

4. **DEM** _____

5. **REP** _____

6. **REP** _____

7. **REP** _____

8. **REP** _____

ALT. JUDGE 1. **REP** _____

2. **REP** _____

3. **REP** _____

4. **REP** _____

5. **DEM** _____

6. **DEM** _____

7. **DEM** _____

8. **DEM** _____

Central Counting Station Members

AI-46144 **Elections Administration 16. B.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Donna for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-21-2014, the City of Donna does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Final- Donna Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 04:45 PM
Obdett Calzada	Obdett Calzada	09/03/2014 04:44 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/21/2014 04:24 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF DONNA**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each

ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in

Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Fernando Flores
Interim City Manager
City of Donna
307 S. 12th Street
Donna, TX 78537

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to

be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 19th day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY:_____
JOSEPHINE RAMIREZ SOLIS

CITY OF DONNA
ENTITY

BY:_____

PRINT: FERNANDO FLORES

TITLE: INTERIM CITY MANAGER

ATTEST

BY: Martha Alvarado

PRINT: Martha Alvarado

TITLE: City Secretary

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Donna
Mayor, Council Pl. 1 & 3 & Municiple Judge
Special Election Council Pl. 4

DATE: November 4, 2014

	Coding Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	1	$25.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	16	$160.00
F	Election Media per Polling Location(s)	$100.00	4	$400.00
G	*iVotronic Voting Machine(s)	$150.00	6	$450.00
G	*ADA iVotronic Voting Machine(s)	$150.00	5	$375.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	$2,650.00

	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02 A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	4	$300.00
C	Printer Labels (per vote)	$0.03	10,399	$311.97
D	Username/Password - Per Polling Location	$20.00	5	$100.00
			Total Electronic Poll Book Charges	$1,361.97

6.03	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	217	$119.35
	Election Day Combination Forms	$0.55	217	$119.35
	*Election Judge Kit for Early Voting	$35.00	1	$17.50
	*Election Judge Kit for Election Day	$35.00	4	$70.00
	Polling Location Map(s)	$17.00	5	$85.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	550	$110.00
			Total Supplies Charges	$521.20

6.04	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	1,200	$300.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	900	$360.00
	Mail-in-Ballots Kit(s) per request	$2.00	500	$1,000.00
	Postage Mail-in-Ballots (per request)	$0.61	500	$305.00
	Correspondence Postage	$0.46	4	1.84
			Total Mail & Ballot Service Charges	$1,966.84

6.05	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00

6.06	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00

6.07	Payroll for Training and Election Poll Workers	Price	Total
	*Payroll for Early Voting Employees	$11,708.75	$5,854.38
	*Payroll for Election Day Employees	$3,334.00	$1,667.00
		Total Payroll Charges	$7,521.38

6.08	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	$250.00

6.09	Canvass Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	$0.00

6.10	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 9.00	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	7	1258.25	$140.92
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	4	66	$4.75
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	20	330	$105.60
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$254.51

6.11	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone	$17.52	4	$70.08
			Total Cell Phone Charges	$70.08

6.12		
	Subtotal	$16,393.98
	Administrative Fees (10%)	$1,639.60
*Shared cost with County	ESTIMATED GRAND TOTAL	$17,339.86

AI-46242 **Elections Administration 16. C.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the South Texas Independent School District for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-29-2014, South Texas ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Fina- STISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 08:56 AM
Obdett Calzada	Obdett Calzada	09/03/2014 04:50 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/29/2014 12:23 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

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5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

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In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

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C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
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B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Marla M. Guerra, Ed.D.
Superintendent of Schools
South Texas ISD
100 Med High Dr.
Mercedes, TX 78570

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

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ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to

be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 9th day of September, 2014

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

SOUTH TEXAS ISD
ENTITY

BY: Marla M Guerra

PRINT: DR. MARLA M. GUERRA, Ed.D

TITLE: SUPERINTENDENT

ATTEST

BY: Sonia E. Rodriguez

PRINT: Sonia E. Rodriguez

TITLE: Administrative Assistant

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY:_____
JOSEPHINE RAMIREZ SOLIS

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: South Texas ISD Board Director 2 & 4	DATE: November 4, 2014		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	8	$80.00
F	Election Media per Polling Location(s)	$100.00	56	$5,600.00
G	*iVotronic Voting Machine(s)	$150.00	168	$12,600.00
G	*ADA iVotronic Voting Machine(s)	$150.00	56	$4,200.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	**$23,700.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	53	$3,975.00
C	Printer Labels (per vote)	$0.03	166591	$4,997.73
D	Username/Password - Per Polling Location	$20.00	56	$1,120.00
			Total Electronic Poll Book Charges	**$10,742.73**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	3500	$1,925.00
	Election Day Combination Forms	$0.55	3500	$1,925.00
	*Election Judge Kit for Early Voting	$35.00	13	$227.50
	*Election Judge Kit for Election Day	$35.00	43	$752.50
	Polling Location Map(s)	$17.00	56	$952.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	1000	$200.00
			Total Supplies Charges	**$5,982.00**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	10000	$4,000.00
	Mail-in-Ballots Kit(s) per request	$2.00	600	$1,200.00
	Postage Mail-in-Ballots (per request)	$0.61	600	$366.00
	Correspondence Postage	$0.49	43	21.07
			Total Mail & Ballot Service Charges	**$5,737.07**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**SOS Report Fees**	**Price**	**Quantity**	**Total**
	Pct. By Pct.	$28.00	1	$28.00
			Total Polling Location Rental Charges	**$28.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	$152,213.75		$76,106.88
	*Payroll for Election Day Employees	$47,192.50		$23,596.25
			Total Payroll Charges	**$99,703.13**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 9.00	13	2336.75	$546.80
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	91	16357.25	$23,816.16
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	43	709.5	$549.15
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	301	4966.5	$23,918.66
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$48,830.77**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	$17.52	43	$753.36
			Total Cell Phone Charges	**$753.36**
6.12			**Subtotal**	**$197,527.06**
			Administrative Fees (10%)	**$19,752.71**
			ESTIMATED GRAND TOTAL	**$217,279.77**

AI-46182 **Elections Administration 16. D.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Monte Alto Independent School District for their special tax ratification election to be held on September 13, 2014.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-25-2014, Monte Alto ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Monte Alto ISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:50 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/25/2014 04:48 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **MONTE ALTO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **September 13, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **September 13, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **September 13, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Notify the election judges of the date, time and place of the election;

(L) Procure and pay election judges and clerks for early voting and election day voting;

(M) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(N) Procure and pay Ballot Board members ;

(O) Provide information for election officers;

(P) Provide such incidental related services as may be necessary to conduct the election;

(Q) Serve as the Early Voting Clerk;

(R) Establish a Central Counting Station for the purpose of tabulating ballots; and

(S) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(G) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election

and/or as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to

include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the

Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Olivia Almanza-Pena
Superintendent of Schools
Monte Alto ISD
25149 1st St.
Monte Alto, TX 78538

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason

be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 11th day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

MONTE ALTO ISD
ENTITY

BY: Olivia Almanza-Peña

PRINT: OLIVIA ALMANZA-PENA

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: Melinda Chapa

PRINT: Melinda Chapa

TITLE: Business Mgr.

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Monte Alto ISD	DATE: September 13, 2014			
6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	1	$10.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	23	$230.00
F	Election Media per Polling Location(s)		**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)		**$150.00**	2	$300.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$550.00**	1	$550.00
				Total iVotronic Coding Charges	**$2,040.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	11	$1,100.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	1	$150.00
C	Printer Labels (per vote)		**$0.03**	1241	$37.23
D	Username/Password - Per Polling Location		**$20.00**	2	$40.00
				Total Electronic Poll Book Charges	**$1,327.23**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	55	$30.25
	Election Day Combination Forms		**$0.55**	55	$30.25
	Election Judge Kit for Early Voting		**$35.00**	1	$35.00
	Election Judge Kit for Election Day		**$35.00**	1	$35.00
	Polling Location Map(s)		**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	300	$60.00
				Total Supplies Charges	**$224.50**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	150	$37.50
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	300	$120.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	150	$300.00
	Postage Mail-in-Ballots (per request)		**$0.61**	150	$91.50
	Correspondence Postage		**$0.49**	1	0.49
				Total Mail & Ballot Service Charges	**$549.49**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**			**Price**	**Total**
	Payroll for Early Voting Employees			**$5,305.00**	$5,305.00
	Payroll for Election Day Employees			**$569.50**	$569.50
				Total Payroll Charges	**$5,874.50**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**$50.00**	9	$450.00
				Total Canvass Report Charges	**$450.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ **9.00**	1	160	$2.88
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ **8.00**	3	480	$23.04
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ **9.00**	1	16.5	$0.30
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ **8.00**	3	49.5	$2.38
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$28.59**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	1	$17.52
				Total Cell Phone Charges	**$17.52**
6.12				**Subtotal**	**$12,561.83**
				Administrative Fees (10%)	**$1,256.18**
				ESTIMATED GRAND TOTAL	**$13,818.02**

AI-46241 **Elections Administration 16. E.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and approval of Early Voting Mobile Sites for the November 4, 2014 General Election.

BACKGROUND

Attachments

3

4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/29/2014 05:07 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/29/2014 11:40 AM

Final Approval Date: 09/05/2014

Hidalgo County Elections

NOVEMBER 4, 2014
GENERAL ELECTION
MOBILE #3
EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Oct. 20, 2014	**7:00a.m. to 6:00p.m.**	**PSJA North High School** *500 E. Nolana Loop Pharr, TX*
Tuesday	Oct. 21, 2014	**7:00a.m. to 6:00p.m.**	**PSJA Memorial High School** *800 S. Alamo Rd. Alamo, TX*
Wednesday	Oct. 22, 2014	**7:00a.m. to 6:00p.m.**	**PSJA High School** *805 W. Ridge Rd. Pharr, TX*
Thursday	Oct. 23, 2014	**7:00a.m. to 12:00p.m.**	**Robert Vela High School** *801 E. Canton Edinburg, TX*
		1:00p.m. to 6:00p.m.	**Edinburg High School** *2600 E. Wisconsin Rd. Edinburg, TX*
Friday	Oct. 24, 2014	**7:00a.m. to 6:00p.m.**	**J Economedes High School** *1414 N. Alamo Rd. Edinburg, TX*
Saturday	Oct. 25, 2014	**7:00a.m. to 7:00p.m.**	**Richard's Pharmacy** *1112 E. Griffin Parkway Mission, TX*
Sunday	Oct. 26, 2014	**10:00a.m. to 3:00p.m.**	**San Juan Shrine** *400 N. Virgen de San Juan Blvd. San Juan, TX*
Monday	Oct. 27, 2014	**7:00a.m. to 6:00p.m.**	**Edinburg North High School** *3101 N. Closner Edinburg, TX*
Tuesday	Oct. 28, 2014	**7:00a.m. to 6:00p.m.**	**McAllen High School** *2021 La Vista Ave. McAllen, TX*
Wednesday	Oct. 29, 2014	**7:00a.m. to 6:00p.m.**	**Memorial High School** *101 E. Hackberry McAllen, TX*
Thursday	Oct. 30, 2014	**7:00a.m. to 6:00p.m.**	**Nikki Rowe High School** *2101 N. Ware Rd. McAllen, TX*
Friday	Oct. 31, 2014	**7:00a.m. to 6:00p.m.**	**IDEA Quest** *14001 N. Rooth Rd Edinburg, TX*

Draft

*******CALL (956) 318-2570 FOR GENERAL INFORMATION*******

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Commissioner's Court Approval-Pending)

Hidalgo County Elections

NOVEMBER 4, 2014

GENERAL ELECTION

MOBILE #4

EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Oct. 20, 2014	**7:00a.m. to 7:00p.m.**	**Edinburg Regional/ Children's Hospital** *1102 W. Trenton Rd. Edinburg, TX*
Tuesday	Oct. 21, 2014	**7:00a.m. to 7:00p.m.**	**Doctors Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Oct. 22, 2014	**7:00a.m. to 7:00p.m.**	**McAllen Medical Center Hospital** *301 W. Expressway 83 McAllen, TX*
Thursday	Oct. 23, 2014	**7:00a.m. to 7:00p.m.**	**Cornerstone Regional Hospital** *2302 Cornerstone Blvd. Edinburg, TX*
Friday	Oct. 24, 2014	**7:00a.m. to 7:00p.m.**	**McAllen Heart Hospital** *1900 S. "D" St. McAllen, TX*
Saturday	Oct. 25, 2014	**7:00a.m. to 7:00p.m.**	**"R" Communications** *1201 N. Jackson Rd. McAllen, TX*
Sunday	Oct. 26, 2014	**10:00a.m. to 3:00p.m.**	**San Juan Shrine** *400 N. Virgen de San Juan Blvd. San Juan, TX*
Monday	Oct. 27, 2014	**7:00a.m. to 7:00p.m.**	**McAllen Medical Center Hospital** *301 W. Expressway 83 McAllen, TX*
Tuesday	Oct. 28, 2014	**7:00a.m. to 7:00p.m.**	**Doctors Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Oct. 29, 2014	**7:00a.m. to 7:00p.m.**	**Doctors Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Thursday	Oct. 30, 2014	**7:00a.m. to 7:00p.m.**	**Rio Grande Regional Hospital** *101 E. Ridge Rd. McAllen, TX*
Friday	Oct. 31, 2014	**7:00a.m. to 7:00p.m.**	**Lone Star National Bank** *520 E. Nolana Ave. McAllen, TX*

DRAFT

****CALL (956) 318-2570 FOR GENERAL INFORMATION****

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Commissioner's Court Approval-Pending)

AI-46183 **Elections Administration 16. F.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Monte Alto Independent School District for their election to be held on November 4, 2014.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-25-2014, Monte Alto ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Monte Alto ISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:52 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/25/2014 04:54 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **MONTE ALTO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree

to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election

contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an

administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Olivia Almanza-Pena
Superintendent of Schools
Monte Alto ISD
25149 1st St.
Monte Alto, TX 78538

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 11th day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

MONTE ALTO ISD
ENTITY

BY: Olivia Almanza-Peña

PRINT: OLIVIA ALMANZA-PENA

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: Melinda Chapa

PRINT: Melinda Chapa

TITLE: Business Manager

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Monte Alto ISD Place 4, 5, 6 & 7	DATE: November 4, 2014		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	4	$400.00
G	*iVotronic Voting Machine(s)	$150.00	5	$375.00
G	*ADA iVotronic Voting Machine(s)	$150.00	4	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	**$2,435.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	3	$225.00
C	Printer Labels (per vote)	$0.03	1241	$37.23
D	Username/Password - Per Polling Location	$20.00	4	$80.00
			Total Electronic Poll Book Charges	**$992.23**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	55	$30.25
	Election Day Combination Forms	$0.55	55	$30.25
	*Election Judge Kit for Early Voting	$35.00	1	$17.50
	*Election Judge Kit for Election Day	$35.00	3	$52.50
	Polling Location Map(s)	$17.00	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	300	$60.00
			Total Supplies Charges	**$258.50**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	300	$120.00
	Mail-in-Ballots Kit(s) per request	$2.00	150	$300.00
	Postage Mail-in-Ballots (per request)	$0.61	150	$91.50
	Correspondence Postage	$0.49	3	1.47
			Total Mail & Ballot Service Charges	**$662.97**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Report Fees**	**Price**	**Quantity**	**Total**
	SOS Pct. By Pct.	$28.00	1	$28.00
			Total Polling Location Rental Charges	**$28.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	$5,956.75		$2,978.38
	*Payroll for Election Day Employees	$1,708.50		$854.25
			Total Payroll Charges	**$3,832.63**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	$50.00	9	$450.00
			Total Canvass Report Charges	**$450.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 9.00	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	3	539.25	$25.88
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	3	49.5	$2.67
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	9	148.5	$21.38
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$53.18**
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	$17.52	3	$52.56
			Total Cell Phone Charges	**$52.56**
6.12			**Subtotal**	**$10,815.06**
			Administrative Fees (10%)	**$1,081.51**
			ESTIMATED GRAND TOTAL	**$11,896.57**

AI-46180 **Elections Administration 16. G.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Edcouch-Elsa Independent School District for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-25-2014, Edcouch-Elsa ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

EEISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:47 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/25/2014 04:40 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

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WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree

to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election

contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an

administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Carlos Cantu
Business Manager
Edcouch-Elsa ISD
PO Box 127
Edcouch, TX 78538

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 9th day of September, 2014

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

EDCOUCH-ELSA ISD
ENTITY

BY: _____

PRINT: CARLOS CANTU

TITLE: BUSINESS MANAGER

ATTEST

BY: Eva F. Noriega

PRINT: Eva F. Noriega

TITLE: PEIMS Coordinator

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Edcouch Elsa ISD Place 1, 4 & 5 — **DATE: November 4, 2014**

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	12	$120.00
F	Election Media per Polling Location(s)		**$100.00**	4	$400.00
G	*iVotronic Voting Machine(s)		**$150.00**	8	$600.00
G	*ADA iVotronic Voting Machine(s)		**$150.00**	4	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$750.00**	1	$750.00
				Total iVotronic Coding Charges	$2,650.00
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	2	$150.00
C	Printer Labels (per vote)		**$0.03**	10645	$319.35
D	Username/Password - Per Polling Location		**$20.00**	4	$80.00
				Total Electronic Poll Book Charges	$1,199.35
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	250	$137.50
	Election Day Combination Forms		**$0.55**	250	$137.50
	*Election Judge Kit for Early Voting		**$35.00**	2	$35.00
	*Election Judge Kit for Election Day		**$35.00**	2	$35.00
	Polling Location Map(s)		**$17.00**	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	500	$100.00
				Total Supplies Charges	$513.00
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	1200	$300.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	1000	$400.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)		**$0.61**	500	$305.00
	Correspondence Postage		**$0.49**	2	0.98
				Total Mail & Ballot Service Charges	$2,005.98
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	$1,800.00
6.06	**Report Fees**		**Price**	**Quantity**	**Total**
	SOS Pct. By Pct.		**$28.00**	1	$28.00
				Total Polling Location Rental Charges	$28.00
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	*Payroll for Early Voting Employees		**$17,665.50**		$8,832.75
	*Payroll for Election Day Employees		**$1,667.00**		$833.50
				Total Payroll Charges	$9,666.25
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
				Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	2	359.5	$12.94
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	10	1797.5	$287.60
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	2	33	$1.19
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	10	165	$26.40
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$328.13
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	2	$35.04
				Total Cell Phone Charges	$35.04
6.12				**Subtotal**	**$18,475.75**
				Administrative Fees (10%)	**$1,847.58**
				ESTIMATED GRAND TOTAL	**$20,323.33**

AI-46179 **Elections Administration 16. H.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Edinburg Consolidated Independent School District for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-25-2014, Edinburg CISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Edinburg CISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:46 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/25/2014 03:53 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree

to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

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SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
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(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

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(D) Canvass the Election results for the ENTITY'S governing body;

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(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election

contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

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COST OF SERVICE AND BILLING

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B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an

administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Mario Salinas
Assistant Superintendent for Support Services
Edinburg CISD
PO Box 990
Edinburg, TX 78540

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 9th day of September, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

EDINBURG CISD
ENTITY

BY: _____

PRINT: JUAN PALACIOS JR.

TITLE: BOARD PRESIDENT

ATTEST

BY: _____

PRINT: Jaime Solis

TITLE: Board Secretary

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Edinburg CISD Place 1, 2, 3 & 5 — **DATE: November 4, 2014**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	16	$160.00
F	Election Media per Polling Location(s)	**$100.00**	20	$2,000.00
G	*iVotronic Voting Machine(s)	**$150.00**	68	$5,100.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	21	$1,575.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$750.00**	1	$750.00
			Total iVotronic Coding Charges	$10,075.00

6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	18	$1,350.00
C	Printer Labels (per vote)	**$0.03**	51671	$1,550.13
D	Username/Password - Per Polling Location	**$20.00**	20	$400.00
			Total Electronic Poll Book Charges	$3,950.13

6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	1100	$605.00
	Election Day Combination Forms	**$0.55**	1100	$605.00
	*Election Judge Kit for Early Voting	**$35.00**	2	$35.00
	*Election Judge Kit for Election Day	**$35.00**	18	$315.00
	Polling Location Map(s)	**$17.00**	20	$340.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	1000	$200.00
			Total Supplies Charges	$2,100.00

6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	1200	$300.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	3000	$1,200.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	600	$1,200.00
	Postage Mail-in-Ballots (per request)	**$0.61**	600	$366.00
	Correspondence Postage	**$0.49**	18	8.82
			Total Mail & Ballot Service Charges	$3,074.82

6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00

6.06	**Report Fees**	**Price**	**Quantity**	**Total**
	SOS Pct. By Pct.	**$28.00**	1	$28.00
			Total Polling Location Rental Charges	$28.00

6.07	**Payroll for Training and Election Poll Workers**	**Price**	**Total**
	*Payroll for Early Voting Employees	**$24,855.50**	$12,427.75
	*Payroll for Election Day Employees	**$15,003.00**	$7,501.50
	Total Payroll Charges		$19,929.25

6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00

6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	$0.00

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	2	359.5	$12.94
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	15	2696.25	$647.10
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	18	297	$96.23
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	90	1485	$2,138.40
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$2,894.67

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	18	$315.36
			Total Cell Phone Charges	$315.36

6.12	Subtotal	$44,417.23
	Administrative Fees (10%)	$4,441.72
*Share cost with County	ESTIMATED GRAND TOTAL	$48,858.95

AI-46153 **Elections Administration 16. I.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Edcouch for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-22-2014, the City of Edcouch does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Final- Edcouch Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:40 AM
Obdett Calzada	Obdett Calzada	09/03/2014 04:45 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/22/2014 12:08 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF EDCOUCH**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each

ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in

Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Bernard Rodriguez
City Manager
City of Edcouch
PO Box 100
Edcouch, TX 78538

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to

be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 20 th day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

CITY OF EDCOUCH
ENTITY

BY: _____

PRINT: BERNARD RODRIGUEZ

TITLE: CITY MANAGER

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: _____

PRINT: Pete De La Cruz

TITLE: Fin. /Grants Administrator

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Edcouch
Place 1, 2, & 5/ Special Election-Proposition — **DATE: November 4, 2014**

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	1	$10.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	14	$140.00
F	Election Media per Polling Location(s)		**$100.00**	2	$200.00
G	*iVotronic Voting Machine(s)		**$150.00**	8	$600.00
G	*ADA iVotronic Voting Machine(s)		**$150.00**	2	$150.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$750.00**	1	$750.00
				Total iVotronic Coding Charges	$2,330.00
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	1	$75.00
C	Printer Labels (per vote)		**$0.03**	2692	$80.76
D	Username/Password - Per Polling Location		**$20.00**	2	$40.00
				Total Electronic Poll Book Charges	$845.76
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	75	$41.25
	Election Day Combination Forms		**$0.55**	75	$41.25
	*Election Judge Kit for Early Voting		**$35.00**	1	$17.50
	*Election Judge Kit for Election Day		**$35.00**	1	$17.50
	Polling Location Map(s)		**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	500	$100.00
				Total Supplies Charges	$251.50
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	900	$225.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	1000	$400.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)		**$0.61**	500	$305.00
	Correspondence Postage		**$0.49**	1	0.49
				Total Mail & Ballot Service Charges	$1,930.49
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	$1,800.00
6.06	**SOS Report Fees**		**Price**	**Quantity**	**Total**
	SOS Pct. By Pct. Report		**$28.00**	1	$28.00
				Total Polling Location Rental Charges	$28.00
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	*Payroll for Early Voting Employees		**$10,270.75**		$5,135.38
	*Payroll for Election Day Employees		**$965.50**		$482.75
				Total Payroll Charges	$5,618.13
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		TBD	0	$0.00
				Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	6	1078.5	$103.54
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	1	16.5	$0.30
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	6	99	$9.50
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$116.57
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	1	$17.52
				Total Cell Phone Charges	$17.52
6.12				Subtotal	$13,187.97
				Administrative Fees (10%)	$1,318.80
	*Share cost with County			ESTIMATED GRAND TOTAL	$14,506.77

AI-46154 **Elections Administration 16. J.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Pharr for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-21-2014, the City of Pharr does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Final- Pharr Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:41 AM
Obdett Calzada	Obdett Calzada	09/03/2014 04:46 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/22/2014 12:26 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF PHARR**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Notify the election judges of the date, time and place of the election;

(L) Procure and pay election judges and clerks for early voting and election day voting;

(M)Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(N) Procure and pay Ballot Board members ;

(O) Provide information for election officers;

(P) Provide such incidental related services as may be necessary to conduct the election;

(Q) Serve as the Early Voting Clerk;

(R) Establish a Central Counting Station for the purpose of tabulating ballots; and

(S) Tabulate election results in preparation for ENTITY's canvassing.

(T) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(K) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%)

administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

MS. Hilda Pedraza
City Clerk
City of Pharr
PO Box 1729
Pharr, TX 78577

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid,

illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 9th day of September, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

CITY OF PHARR
ENTITY

BY: Leopoldo "Polo" Palacios Jr.

PRINT: LEOPOLDO "POLO" PALACIOS JR.

TITLE: MAYOR

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: Hilda Pedraza

PRINT: Hilda Pedraza

TITLE: City Clerk

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of Pharr Propostions (2)	DATE: November 4, 2014		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	2	$20.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	4	$40.00
F	Election Media per Polling Location(s)	**$100.00**	9	$900.00
G	*iVotronic Voting Machine(s)	**$150.00**	18	$1,350.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	9	$675.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$750.00**	1	$750.00
			Total iVotronic Coding Charges	$4,185.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	7	$525.00
C	Printer Labels (per vote)	**$0.03**	28077	$842.31
D	Username/Password - Per Polling Location	**$20.00**	9	$180.00
			Total Electronic Poll Book Charges	$2,197.31
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	600	$330.00
	Election Day Combination Forms	**$0.55**	600	$330.00
	*Election Judge Kit for Early Voting	**$35.00**	2	$35.00
	*Election Judge Kit for Election Day	**$35.00**	7	$122.50
	Polling Location Map(s)	**$17.00**	9	$153.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	1000	$200.00
			Total Supplies Charges	$1,170.50
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	500	$125.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	1500	$600.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)	**$0.61**	500	$305.00
	Correspondence Postage	**$0.49**	7	3.43
			Total Mail & Ballot Service Charges	$2,033.43
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**SOS Report Fees**	**Price**	**Quantity**	**Total**
	SOS Pct. By Pct.	**$28.00**	1	$28.00
			Total Polling Location Rental Charges	$28.00
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	**$17,665.50**		$8,832.75
	*Payroll for Election Day Employees	**$5,834.50**		$2,917.25
			Total Payroll Charges	$11,750.00
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	2	359.5	$12.94
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	10	1797.5	$287.60
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	7	115.5	$14.55
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	35	577.5	$323.40
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$638.50
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	7	$122.64
			Total Cell Phone Charges	$122.64
6.12			Subtotal	$24,175.38
			Administrative Fees (10%)	$2,417.54
	*Share cost with County		ESTIMATED GRAND TOTAL	$26,592.91

AI-46177 **Elections Administration 16. K.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Valley View Independent School District for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-25-2014, Valley View ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Final- Valley View Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:43 AM
Obdett Calzada	Obdett Calzada	09/03/2014 04:48 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/25/2014 03:42 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree

to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election

contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an

administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Sandra Lee Rodriguez
PEIMS Director
Valley View ISD
9701 S. Jackson Rd.
Pharr, TX 78577

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 19th day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

VALLEY VIEW ISD
ENTITY

BY: Sandra Lee Rodriguez

PRINT: SANDRA LEE RODRIGUEZ

TITLE: PEIMS DIRECTOR

ATTEST

BY: _____

PRINT: Rolando Ramirez

TITLE: Superintendent

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Valley View ISD **Place 1, 2 & 3/ Special Election Pl. 5 & 6**	**DATE: November 4, 2014**

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	5	$50.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	15	$150.00
F	Election Media per Polling Location(s)		**$100.00**	4	$400.00
G	*iVotronic Voting Machine(s)		**$150.00**	10	$750.00
G	*ADA iVotronic Voting Machine(s)		**$150.00**	4	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$750.00**	1	$750.00
				Total iVotronic Coding Charges	**$2,850.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	4	$300.00
C	Printer Labels (per vote)		**$0.03**	5720	$171.60
D	Username/Password - Per Polling Location		**$20.00**	4	$80.00
				Total Electronic Poll Book Charges	**$1,201.60**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	120	$66.00
	Election Day Combination Forms		**$0.55**	120	$66.00
	*Election Judge Kit for Early Voting		**$35.00**	1	$17.50
	*Election Judge Kit for Election Day		**$35.00**	3	$52.50
	Polling Location Map(s)		**$17.00**	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	300	$60.00
				Total Supplies Charges	**$330.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	1500	$375.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	2000	$800.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)		**$0.61**	500	$305.00
	Correspondence Postage		**$0.46**	3	1.38
				Total Mail & Ballot Service Charges	**$2,481.38**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Report Fees**		**Price**	**Quantity**	**Total**
	SOS Pct. By Pct.		**$28.00**	1	$28.00
				Total Polling Location Rental Charges	**$28.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	*Payroll for Early Voting Employees		**$8,832.75**		$4,416.38
	*Payroll for Election Day Employees		**$2,500.50**		$1,250.25
				Total Payroll Charges	**$5,666.63**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	5	898.75	$71.90
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	3	49.5	$2.67
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	15	247.5	$59.40
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$137.21**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	3	$52.56
				Total Cell Phone Charges	**$52.56**
6.12				**Subtotal**	**$14,797.37**
				Administrative Fees (10%)	**$1,479.74**
				ESTIMATED GRAND TOTAL	**$16,277.11**

AI-46155 **Elections Administration 16. L.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Weslaco Independent School District for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-22-2014, Weslaco ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Final- Weslaco ISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:42 AM
Obdett Calzada	Obdett Calzada	09/03/2014 04:47 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/22/2014 12:50 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **WESLACO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree

to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
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(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

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(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election

contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

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SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

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SERVICES NOT PROVIDED BY COUNTY

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5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

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COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

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A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an

administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Ruben Alejandro
Superintendent of Schools
Weslaco ISD
319 W. Fourth Street
Weslaco, TX 78599-0266

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 9th day of September, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

WESLACO ISD
ENTITY

BY: Ruben Alejandro

PRINT: DR. RUBEN ALEJANDRO

TITLE: SUPERINTENDENT

ATTEST

BY: Rosa M. Rodriguez

PRINT: Rosa M. Rodriguez

TITLE: Board Secretary

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Weslaco ISD Place 4, 5, 6 & 7	DATE: November 4, 2014		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	16	$160.00
F	Election Media per Polling Location(s)	$100.00	8	$800.00
G	*iVotronic Voting Machine(s)	$150.00	24	$1,800.00
G	*ADA iVotronic Voting Machine(s)	$150.00	8	$600.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	**$4,600.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	7	$525.00
C	Printer Labels (per vote)	$0.03	29092	$872.76
D	Username/Password - Per Polling Location	$20.00	8	$160.00
			Total Electronic Poll Book Charges	**$2,207.76**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	1150	$632.50
	Election Day Combination Forms	$0.55	1150	$632.50
	*Election Judge Kit for Early Voting	$35.00	1	$17.50
	*Election Judge Kit for Election Day	$35.00	7	$122.50
	Polling Location Map(s)	$17.00	8	$136.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	500	$100.00
			Total Supplies Charges	**$1,641.00**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	1200	$300.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	2400	$960.00
	Mail-in-Ballots Kit(s) per request	$2.00	600	$1,200.00
	Postage Mail-in-Ballots (per request)	$0.61	600	$366.00
	Correspondence Postage	$0.49	7	3.43
			Total Mail & Ballot Service Charges	**$2,829.43**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Report Fees**	**Price**	**Quantity**	**Total**
	SOS Pct. By Pct.	$28.00	1	$28.00
			Total Polling Location Rental Charges	**$28.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	$8,832.75		$4,416.38
	*Payroll for Election Day Employees	$5,834.00		$2,917.00
			Total Payroll Charges	**$7,333.38**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 9.00	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	5	898.75	$71.90
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	7	115.5	$14.55
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	3	577.5	$27.72
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$117.41**
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	$17.52	7	$122.64
			Total Cell Phone Charges	**$122.64**
6.12			**Subtotal**	**$20,929.61**
			Administrative Fees (10%)	**$2,092.96**
	*Share cost with County		**ESTIMATED GRAND TOTAL**	**$23,022.57**

AI-46178 **Elections Administration 16. M.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Mercedes Independent School District for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 8-25-2014, Mercedes ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Final- Mercedes ISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 09:45 AM
Obdett Calzada	Obdett Calzada	09/03/2014 04:49 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Amanda Valdez Started On: 08/25/2014 03:49 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **MERCEDES INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree

to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election

contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an

administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Olga Hinds
Chief Financial Officer
Mercedes ISD
PO Box 419
Mercedes, TX 78570

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 12th day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

MERCEDES ISD
ENTITY

BY: Olga Hinds

PRINT: OLGA HINDS

TITLE: CHIEF FINANCIAL OFFICER

ATTEST

BY: Martha B Saenz

PRINT: Martha B. Saenz,

TITLE: Administrative Asst. to Superintendent

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Mercedes ISD Place 1, 2, 3 & 4 — **DATE: November 4, 2014**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	1	$25.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	16	$160.00
F	Election Media per Polling Location(s)	**$100.00**	5	$500.00
G	*iVotronic Voting Machine(s)	**$150.00**	10	$750.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	5	$375.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$750.00**	1	$750.00
			Total iVotronic Coding Charges	$3,050.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	4	$300.00
C	Printer Labels (per vote)	**$0.03**	9463	$283.89
D	Username/Password - Per Polling Location	**$20.00**	5	$100.00
			Total Electronic Poll Book Charges	$1,333.89
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	200	$110.00
	Election Day Combination Forms	**$0.55**	200	$110.00
	*Election Judge Kit for Early Voting	**$35.00**	1	$17.50
	*Election Judge Kit for Election Day	**$35.00**	4	$70.00
	Polling Location Map(s)	**$17.00**	5	$85.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	300	$60.00
			Total Supplies Charges	$452.50
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	1200	$300.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	1050	$420.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)	**$0.61**	500	$305.00
	Correspondence Postage	**$0.46**	4	1.84
			Total Mail & Ballot Service Charges	$2,026.84
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Report Fees**	**Price**	**Quantity**	**Total**
	SOS Pct. By Pct.	**$28.00**	1	$28.00
			Total Polling Location Rental Charges	$28.00
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	**$8,832.75**		$4,416.38
	*Payroll for Election Day Employees	**$3,334.00**		$1,667.00
			Total Payroll Charges	$6,083.38
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**$50.00**	8	$400.00
			Total Canvass Report Charges	$400.00

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	5	898.75	$71.90
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	4	66	$4.75
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	20	330	$105.60
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$185.49

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	4	$70.08
			Total Cell Phone Charges	$70.08
6.12			Subtotal	$15,680.17
			Administrative Fees (10%)	$1,568.02
	*Share cost with County		ESTIMATED GRAND TOTAL	$17,248.19

AI-46248 **Precinct #2 17. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of land, also referred to as LJ Ponds to Hidalgo County Drainage District No. 1
2. Approval of 2014 appropriation of funds into Precinct 2 Rd Maint in the amount of $707,752.65. C. Approval of 2014 appropriation of funds into SOA-Pct 2 Tower(Moore-Balli)in the amount of $330,688.46.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:

Appropriation of funds into Rd Maintenance.

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-122-027-0-731

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

BUDGETARY IMPACT:

Appropriation of funds into SOA Pct 2 - Tower Rd (Moore-Balli)

Attachments

Appropriation Rd Maint

Appropriation 1303

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	09/05/2014 03:40 PM
Budget & Management	Debbie Tamez	09/05/2014 03:55 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Erika Zamora Started On: 08/29/2014 03:02 PM

Final Approval Date: 09/05/2014

DATE: September 9, 2014

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County Precinct #2 Rd Maint

ACCOUNT NUMBER: 4-1200-431-00-122-006-0-890

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

2014
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	707,752.65
4-1200-392-10-122-000-0- 000	*R&B Pct 2*	*Sale of Capital Assets*	*707,752.65*
		TOTAL BUDGET INCREASE (DECREASE)	**707,752.65**

REASON: Appropriation of proceeds from the sale of land, also referred to as LJ Ponds to Hidalgo County Drainage District No. 1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: September 9, 2014

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County Precinct #2 SOA Tower Rd (Moore- Balli)

ACCOUNT NUMBER: 4-1303-431-00-122-027-0-731

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

2014
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1303-431-00-122-027-0- 731	SOA-Pct 2 Tower(Moore-Balli)	Roads	330,688.46
4-1303-392-00-000-000-0- 000	*SOA1339*	*Sale of Capital Assets*	*330,688.46*
		TOTAL BUDGET INCREASE (DECREASE)	**330,688.46**

REASON: Appropriation of proceeds from the sale of land, also referred to as LJ Ponds to Hidalgo County Drainage District No. 1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-46174 **Precinct #3 18. A.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: COMM. PCT. #3

Information

CAPTION

Discussion and approval of Interlocal Agreement between Hidalgo County and The City of Sullivan City.

BACKGROUND

County in order to protect the public safety, health , and welfare of the residents of the County shall provide equipment and personnel to shred the right of way along the Streets of City which Streets are either extensions of County roads or form a connecting link to County roads. See Exhibit B.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

County in order to protect the public safety, health , and welfare of the residents of the County shall provide equipment and personnel to shred the right of way along the Streets of City which Streets are either extensions of County roads or form a connecting link to County roads. See Exhibit B.

Attachments

Interlocal Agreement

A

date corrected

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/29/2014 05:04 PM
Manuel Chapa	Manuel Chapa	09/03/2014 09:33 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Norma Ceballos Started On: 08/25/2014 12:32 PM

Final Approval Date: 09/05/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND THE CITY OF SULLIVAN CITY, TEXAS

THIS Interlocal Agreement ("Agreement") is made and entered into by between Hidalgo County, Texas ("County") and the City of Sullivan City, Texas (the "City") which are political subdivisions of the State of Texas (collectively referred to as the "Parties" and individually referred to as the "Party") on the 21 day of August, 2014.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties;

WHEREAS, law enforcement agencies have advised the Parties (a copy of such law enforcement letter is attached hereto as Exhibit A) of undocumented aliens hiding within high grassy areas in the right of way of various streets within City which streets are more particularly described in Exhibit B attached hereto (the "Streets") and such streets form a connecting link to County roads; and

WHEREAS, such high grassy areas attract and have attracted rodents, snakes, possums and other vermin constituting a public health concern.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follow:

1. TERM OF CONTRACT

   The term of this Agreement shall begin as of the date of the last Party's execution of this Agreement and continue for sixty (60) days unless otherwise terminated pursuant to the terms of this Agreement.

2. RESPONSIBILITIES OF COUNTY

   County in order to protect the public safety, health and welfare of the residents of the County shall provide equipment and personnel to shred the right of way along

the Streets of City which Streets are either extensions of County roads or form a connecting link to County roads.

3. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.

4. TERMINATION

Either Party to this Agreement has the right to terminate this Agreement, for convenience and without cause, by providing written notice which must be received by the other Party no less than ten (10) calendar days prior to the termination of the Agreement.

5. MISCELLANEOUS:

5.1 SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

5.2 CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

5.3 AMENDMENT. This Agreement may only be amended in writing if agreed upon by the Parties, and approved by the governing body of each Party.

5.4 ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and Bluebonnet will be honored under this Agreement.

5.5 NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

5.6 NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

If to Sullivan City:	City of Sullivan City Attention: Rosendo "Cheno" Benavides P.O. BOX 249 Sullivan City, Texas 78595-0249
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Joe Flores, Commissioner, Precinct No. 3 P.O. Box 607 Mission, Texas 78573

5.7 PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

5.8 ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

5.9 GOVERNMENT IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

5.10 COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules regulations and lawful orders of any public authority with jurisdiction.

5.11 ENTIRE AGREEMENT. This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either

directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and County, and not otherwise.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF SULLIVAN CITY, TEXAS

By: _____
Rosendo "Cheno" Benavides, Mayor

ATTEST:
_____
Armida Mercado, City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT B

Guadalupe Flores Road

El Pinto Road

Military Road

Kitty Creek Bridge

El Faro Road

Colorado Street

Gardenia Road.

Attn: Commissioner Flores

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J. E. "EDDIE" GUERRA

Joe M. Flores
Hidalgo County Commissioner, Pct 3
24 N. Breyfogle Street
Mission, Texas 78572

Dear Commissioner Flores:

I am humbly requesting your assistance with two safety issues that have been brought to my attention. The first issue at hand is the overgrown grass in the following roads: Guadalupe Flores Road, El Pinto Road, El Faro Road, Military Road and under the Kitty Creek Bridge.

The overgrown grass in these roads is of great concern to all law enforcement personnel because they create a safety and hazardous environment. One of the major problems that they create is the formation of numerous hiding places for illegal immigrants.

The second issue is the lack of road maintenance in several roads that are traveled constantly by our law enforcement personnel. The poor condition of these roads have led to several accidents and are especially dangerous to our department and other law enforcement personnel when we engage in high speed pursuits.

The citizens of Sullivan City and the communities of Havana, Los Ebanos and Cuevitas are asking that we help them in resolving these two very serious issues. Your participation in this project will alleviate a lot of the concerns that the citizens are facing and will also provide a safer environment for all law enforcement officers to perform their job responsibilities.

Thank you in advance for you prompt attention to this request . If you need further information please do not hesitate to contact me at (956) 383-8114.

Sincerely,

J.E."Eddie" Guerra
Hidalgo County Sheriff

711 El Cibolo Road - P. O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

EXHIBIT B

Guadalupe Flores Road

El Pinto Road

Military Road

Kitty Creek Bridge

El Faro Road

Colorado Street

Gardenia Road.

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND THE CITY OF SULLIVAN CITY, TEXAS

THIS Interlocal Agreement ("Agreement") is made and entered into by between Hidalgo County, Texas ("County") and the City of Sullivan City, Texas (the "City") which are political subdivisions of the State of Texas (collectively referred to as the "Parties" and individually referred to as the "Party") on the 9th day of September, 2014.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties;

WHEREAS, law enforcement agencies have advised the Parties (a copy of such law enforcement letter is attached hereto as Exhibit A) of undocumented aliens hiding within high grassy areas in the right of way of various streets within City which streets are more particularly described in Exhibit B attached hereto (the "Streets") and such streets form a connecting link to County roads; and

WHEREAS, such high grassy areas attract and have attracted rodents, snakes, possums and other vermin constituting a public health concern.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follow:

1. TERM OF CONTRACT

   The term of this Agreement shall begin as of the date of the last Party's execution of this Agreement and continue for sixty (60) days unless otherwise terminated pursuant to the terms of this Agreement.

2. RESPONSIBILITIES OF COUNTY

   County in order to protect the public safety, health and welfare of the residents of the County shall provide equipment and personnel to shred the right of way along

AI-46181 **Precinct #3** **18. B.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: COMM. PCT. #3

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for revenues received by City of Palmhurst for road improvement for overlay streets located in James Allen Subd.

2. Approval of 2014 appropriation of funds into Precinct #3 Rd. Maint. in the amount of $33,525.00 to fund road improvement for overlay streets located in James Allen Subd.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

2014 appropriation of funds in the amount of $33,525.00 to fund street overlay for James Allen Subdivision in the City of Palmhurst.

Revenue account#4-1200-337-00-123-003-0-000

Attachments

Receipt

Appropriation

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 09:25 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Norma Ceballos Started On: 08/25/2014 04:45 PM

Final Approval Date: 09/05/2014

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 178336

Received From: CITY OF PALMHURST PCT. 3 08/15/14 Date 08/18/14

1	8999	R&B PCT. 3-D/FR OTHR GOVT-PLMHRST	4-1200-126-30-123-001-0-000	33,525.00

Total: 33,525.00

Check Total	33,525.00
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: August 25, 2014

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

DEPARTMENT NAME: Pct. 3 Rd. Maint. - Fund (#1200)

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-673

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
4-1200-431-00-123-005-0- 673	Pct 3 Rd Maint R&B R&M Supplies	$33,525.00
	From	
4-1200-337-00-123-003-0- 000	*R&B Pct 3-City of Palmhurst James Allen Sub*	*33,525.00*
	TOTAL BUDGET INCREASE -FUND 1100	33,525.00

REASON: Appropriation of funds received from City of Palmhurst for road improvements for overlay streets located in James Allen Subd.

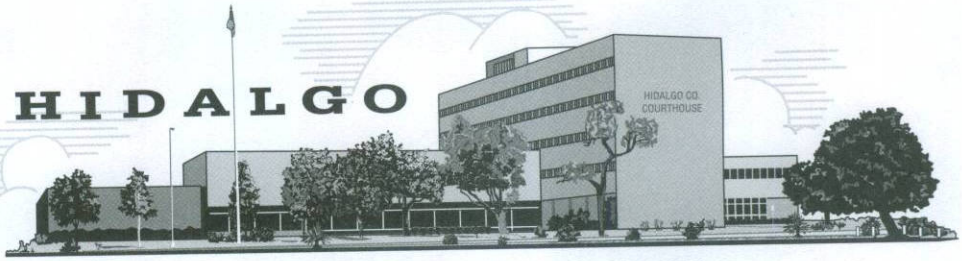
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 4, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the City of Palmhurst. for road improvement project in the James Allen Subdivision in the amount of $33,525.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/8/14
Date

THE COUNTY OF HIDALGO

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

August 26, 2014

Mr. Ray Eufracio, County Auditor
Hidalgo County Auditor's Office
2808 South Business Highway 83
Edinburg, Texas 78539

Dear Mr. Eufracio:

Please accept my request to issue a Certification of Revenues for $33,525.00, funds received from the City of Palmhurst. I have prepared and will submit an agenda item for the appropriation of funds as soon as we received your certification.

Thank you and should you have any questions or require additional information, please do not hesitate to call my office at (956)585-4509.

Sincerely,

Joe M. Flores, Commissioner
County of Hidalgo Precinct #3

Attachment

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

August 25, 2014

County of Hidalgo
Attention: Honorable Joe Flores, Commissioner – Precinct No. 3
724 N. Breyfogle
Mission, Texas 78574

RE: ***Notification of a fixed sum amount of $33,525.00 for the Interlocal Cooperation Agreement between City of Palmhurst and County of Hidalgo to overlay the road in James Allen Subdivision***

Commissioner Flores,

This letter serves as notification that the payment made by the City of Palmhurst in the amount of $33,525.00 to overlay the road in James Allen Subdivision is a fixed sum amount.

We look forward to jointly working together on another project that will benefit the community. Should you have any further questions, please contact the office at (956) 583-8697. Thank you.

Sincerely,

Ramiro J. Rodriguez, Jr.
Mayor

cc: Lori A. Lopez, City Manager
Lupe Garcia, City Planner

4417 North Shary Road | Palmhurst, Texas 78573
Office (956) 583-8697 | Fax (956) 581-4630
www.cityofpalmhursttx.com

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 178336

Received From: CITY OF PALMHURST PCT. 3 08/15/14 Date 08/18/14

1	8999	R&B PCT. 3-D/FR OTHR GOVT-PLMHRST	4-1200-126-30-123-001-0-000	33,525.00

Total: **33,525.00**

Check Total	33,525.00
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-46306 **Precinct #4 19. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Marcos Lopez, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Resolution Urging the University of Texas System to Preserve Local School Spirit and Regional History by Retaining the Bronc as the New University of Texas Rio Grande Valley Mascot

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/03/2014 02:28 PM
Glinda Pacheco	Glinda Pacheco	09/03/2014 04:22 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Monica Badillo Started On: 09/03/2014 01:18 PM

Final Approval Date: 09/05/2014

RESOLUTION

A RESOLUTION URGING THE UNIVERSIT OF TEXAS SYSTEM TO PRESERVE LOCAL SCHOOL SPIRIT AND REGIONAL HISTORY BY RETAINING THE BRONC AS THE NEW UNIVERSITY OF TEXAS RIO GRANDE VALLEY MASCOT

WHEREAS, the University of Texas System is attempting to eliminate the historic Bronc as the UTPA/UTRGV mascot; and

WHEREAS, the prestigious Bronc name dates back to 1927; and

WHEREAS, the Bronc is a powerful mascot Rio Grande Valley children have grown to view as a symbol of a better future through higher education; and

WHEREAS, the Bronc mascot is associated with a National Title dating back to 1963 when the Pan American College Bronc Basketball Team won the National Association of Intercollegiate Athletics Title; and

WHEREAS, the UTPA Hall of Fame and Hall of Honor has approximately 100 members representing various sports; and

WHEREAS, the Bronc mascot carries an established presence in the region and the allegiance of thousands of alumni spread across the world; and

WHEREAS, UTRGV President Guy Bailey stated "School colors and a mascot will instill pride and excitement in students and future alumni of UTRGV"; and

WHEREAS, the UTRGV Athletics Department will be based in Edinburg, home of the Broncs; and

WHEREAS, changing the mascot name will destroy the history and accomplishments of the athletic department; and

WHEREAS, thousands of students, alumni from across the country, as well as local community members want to retain the Bronc mascot; and

WHEREAS, the County of Hidalgo, home of the UTPA Broncs, strongly urges the UT System to keep the Bronc as the UTRGV mascot.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS THAT: The County of Hidalgo strongly urges the UT System to preserve local school spirit and regional history by retaining the Bronc as the new University of Texas Rio Grande Valley Mascot.

PASSED, APPROVED AND ADOPTED on this the 9th day of September, 2014.

Ramon Garcia, County Judge

A.C.Cuellar, Jr., Commissioner Pct. 1

Hector "Tito" Palacios, Commissioner Pct. 2

Joe M. Flores, Commissioner Pct. 3

Joseph Palacios, Commissioner Pct. 4

ATTEST:

Arturo Guajardo, Jr., County Clerk

AI-46210 **HIDTA - Task Force 20. A.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: HIDTA

Information

CAPTION

HIDTA- TASK FORCE (1291):
1. Approval to accept Award No. G12SS0002A- Modification 2 between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy - Hidalgo Task Force Grant, decreasing the award amount by $15,632.00 for grant period 01/01/2012-12/31/2014.
2. Approval to unappropriate funds for the Hidalgo County HIDTA Task Force in the amount of $15,632.00.

BACKGROUND

Hidalgo County Commissioners' Court approved the following under HIDTA Grant NO. G12SS0002A Description:
1. Initial Award Amount/approved on 04/03/12 $685,705.00
2. Modification#1/approved on 09/24/13 + 25,000.00
3. Modification#2/ - 15.632.00 Total Award $695,073.00

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1291-412-00-270-003-2-XXX

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

BUDGETARY IMPACT:

Federal FY: 12
County Fiscal/ Calendar Year: 4
Account FY: 2
HIDTA Grant NO. G12SS0002A
Grant Period: From 01/01/2012 to 12/31/2014

Revenue Acct. #4-1291-331-10-270-003-2-000 "HIDTA TASK FORCE FY12 REVENUES"

Award	Agenda Item No.	CC Date	Award Amount
Initial	AI-31575/ 11. A.	04/03/12	$685,705.00
Modification #1	AI-40626/ 13. A.	09/24/13	$25,000.00
Modification #2 (approval pending)	AI- 46210	09/09/14	($15,632.00)
		Total	$695,073.00

Attachments

2012 Grant Modification#2
Appropriation Form (De-Obligation)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 10:06 AM
Rosalinda Cantu	Rosie Cantu	09/04/2014 11:01 AM
Manuel Chapa	Manuel Chapa	09/05/2014 11:16 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Nelda Olivarez Started On: 08/27/2014 03:58 PM

Final Approval Date: 09/05/2014

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County ~~Auditor's~~ Judge's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number: G12SS0002A 5. Grant Period: From 01/01/2012 to 12/31/2014	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 8/22/2014 8. Supplement Number 2	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$710,705.00
3. Project Title McAllen Initiative	10. Amount of This Award: 11. Total Award:	($15,632.00) $695,073.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 112-74		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Hidalgo County ~~Auditor's Office~~ Judge
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND1070DB1213XX ONDG113 OND2000000000 OC 410001 JID: 41806

Initiative Cash by HIDTA

FY 2012

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	DHE - South Texas McAllen Initiative	9,368.00	Interdiction	G12SS0002A
		Hidalgo County DA HIDTA Task Force	685,705.00	Investigation	G12SS0002A
	Agency Total : Hidalgo County Auditor's Office		**695,073.00**		
Total			**695,073.00**		

Budget Detail

2012 - SWB - South Texas

Initiative - DHE - South Texas McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G12SS0002A)

Resource Recipient - Hidalgo County Auditor

Current Budget (net of reprogrammed funds)		***($15,632.00)***
Overtime	**Quantity**	**Amount**
Overtime		($15,632.00)
Total Overtime		**($15,632.00)**
Total Budget		**($15,632.00)**

August 22, 2014

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

Grant number G12SS0002A has been decreased and now totals $695,073.00.

The original of Modification 2 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

DATE: AUGUST 27, 2014

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-2-XXX
REVENUE - 1291-331-10-270-003-2-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY: REVISED 09-05-14

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (DECREASE) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	100% INITIAL BUDGET (Approved)
4-1291-412-00-270-003- 2-131	Overtime	(13,249.83)
4-1291-412-00-270-003- 2- 220	FICA	(1,025.08)
4-1291-412-00-270-003- 2- 230	RETIREMENT	(1,323.08)
4-1291-412-00-270-003- 2- 250	UNEMPLOYMENT COMPENSATION INSURANCE	(61.30)
4-1291-412-00-270-003- 2- 260	WORKERS' COMPENSATION	27.67
4-1291-412-00-270-003- 2- 583	TRAVEL OUT OF COUNTY	(0.38)
	TOTAL APPROPRIATIONS	$ (15,632.00)
4-1291-331-10-270-003- 2- 000	HIDTA TASK FORCE 2012 GRANT REVENUES	$ (15,632.00)

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2012 GRANT NUMBER G12SS0002A MODIFICATION 2

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1291 HIDTA GRANTS							
4-1291-412-00-270-003-2-131	HIDTA TASK FORCE-OVERTIME PAY	20,035.00	.00	6,785.17	6,785.17	13,249.83	33.87
4-1291-412-00-270-003-2-220	HIDTA TASK FORCE-FICA	1,536.00	.00	510.92	510.92	1,025.08	33.26
4-1291-412-00-270-003-2-230	HIDTA TASK FORCE-RETIREMENT	2,062.00	.00	738.92	738.92	1,323.08	35.84
4-1291-412-00-270-003-2-250	HIDTA TASK FORCE-UNEMPLOYMENT COMP	100.00	.00	38.70	38.70	61.30	38.70
4-1291-412-00-270-003-2-260	HIDTA TASK FORCE-WORKERS COMP	142.00	.00	169.67	169.67	-27.67	119.49
4-1291-412-00-270-003-2-583	HIDTA TASK FORCE-TRAVEL OUT OF COUNTY	1,125.00	.00	1,124.62	1,124.62	.38	99.97
1291 HIDTA GRANTS		**25,000.00**	**.00**	**9,368.00**	**9,368.00**	**15,632.00**	**37.47**
4 YEAR 2014		**25,000.00**	**.00**	**9,368.00**	**9,368.00**	**15,632.00**	**37.47**

AI-46267 **Budget and Management 21. A.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Hearing to discuss proposed 2014 Tax Rate.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/03/2014 01:51 PM
Obdett Calzada	Obdett Calzada	09/05/2014 09:19 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Merlen P. Munoz Started On: 09/02/2014 10:13 AM

Final Approval Date: 09/05/2014

AI-46084 **Budget and Management 21. B.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: IT **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2015 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.
2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.
3. Approval of appropriation of funds for the Texas VINE Program in the amount of $27,715.32.
4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2014 to August 31, 2015 in the amount of $27,715.32 and authorization for County Judge to sign the required documents.

BACKGROUND

OAG Contract No. 1554914

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 4-1283-415-00-200-005-5-336

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $27,715.32 for the Texas Vine Program for FY 2015 (9-1-2014 to 8-31-2015)

Revenue acct #4-1283-334-10-200-005-5-000 "Texas Vine Program Revenue".

Attachments

Appriss renewal

Appropriation

OAG contract

Certification of Revenue

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/27/2014 01:12 PM
Budget & Management	Debbie Tamez	08/28/2014 09:35 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Manuel Chapa Started On: 08/20/2014

Final Approval Date: 09/05/2014

Exhibit R-11 Maintenance Renewal
Automated Victim Notification Services
Hidalgo County

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-11 Schedule of Payments shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contrac**t.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2015.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (4 Quarters)	# of Months Through 8/31/15	Total Maintenance Amount Due
$ 23,765.16	**$3,950.16**	**N/A**	**$27,715.32**	**$6,928.83**	**12 Months**	**$27,715.32**

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" [1] include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

R-11 Service Agreement Renewal Notice

Appriss
10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8433 800-816-0491
www.appriss.com

DATE:	July 24, 2014
CUSTOMER NAME:	**Hidalgo County**
LOCATION:	**P.O. Box 1356** **Edinburg TX 78539**
PROJECT TYPE:	**Hidalgo County** VINE Service
ORIGINAL SERVICE AGREEMENT DATE:	**September 27, 2004**
SERVICE AGREEMENT RENEWAL DATE:	**September 1, 2014**
SERVICE AGREEMENT RENEWAL TERM:	**12 Months**
NEXT SERVICE AGREEMENT RENEWAL DATE:	**August 31, 2015**
PROJECT PRICING:	**$ 27,715.32** (Quarterly Amount $6,928.83)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-11 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Thomas R Seigle

7/23/2014

Signature **Date**

Thomas R. Seigle
President

CUSTOMER BY:

_____

Signature **Date**

_____

Title **Name**

DATE: August 20, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for IT (1283)

ACCOUNT NUMBER: 4-1283-415-00-200-005-5-336

Contact Person: Manuel Chapa **Ph#** (956) 292-7025 Ext. 5760

2014
Appropriation

AI# 46084

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1283-415-00-200-005-5-336	TEXAS VINE PROGRAM - COMPUTER SERVICES	27,715.32
4-1283-334-10-200-005-5-000	TEXAS VINE PROGRAM REVENUE	27,715.32
	TOTAL BUDGET INCREASE (DECREASE)	$ 27,715.32

REASON: Budget Amendment to appropriate funds from the Texas Vine Annual Maintenance Grant contract, fiscal year 2015 (Sept. 1, 2014 - Aug. 31, 2015).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY

OAG Contract No. 1554914

This contract is executed between the Office of the Attorney General (OAG) and Hidalgo County (GRANTEE) for certain grant funds. The Office of the Attorney General and Hidalgo County may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties and other entities in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG make grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG may exercise its option to extend the term for up to two renewal terms, consisting of two years each. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas..

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2014 and shall terminate August 31, 2015, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG

Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it

files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests

for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2015, GRANTEE will ubmit fiscal year end required reports.

a. Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. Equipment Inventory Report. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2014. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of the next month following the end of each quarter. The quarters for FY2015 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2015 for invoices received from the GRANTEE that also include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5th day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE willmaintain , repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract if first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE

agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by it nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the

OAG to verify all reporting meansures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting meansures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit

Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted

in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and Grantee shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not

limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 Special Conditions. Exhibit B, attached here and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions.

The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**HIDALGO COUNTY**
_____	_____
Printed Name: _____	Printed Name: _____
Office of the Attorney General	Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY

OAG Contract No. 1554914

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	$23,765.16	$3,950.16	12	$27,715.32

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY

OAG Contract No. 1554914

EXHIBIT B

SPECIAL CONDITIONS

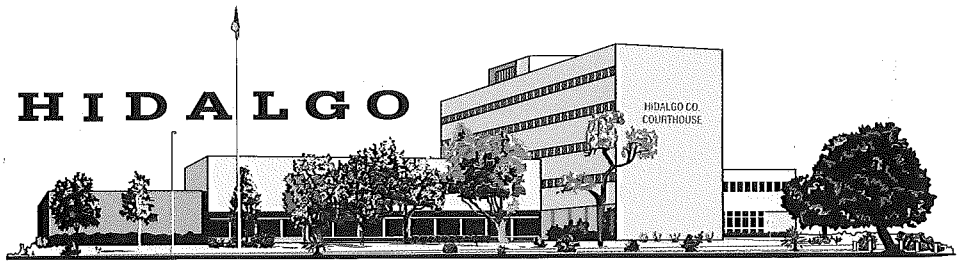
Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 4 AM 8 22

September 02, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Office of the Attorney General of Texas (OAG). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$27,715.32	Texas Vine Program: OAG Contract No. 1554914

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/3/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-46307 **Budget and Management 21. C. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Damaris SanMiguel **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Fund (1100):
Approval of 2014 appropriation of new source General Fund revenues in the amount of $978,395.69 as previously certified by the Co. Auditor.

BACKGROUND

Refer to CC 8-25-14, AI #46008/16.C.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-4XX-XX-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Appropriation of new source General Fund revenues in the amount of $978,395.69 as previously certified by the Co. Auditor.

Attachments

GF Appropriation 9-9-14

Certification of Rev. Letter 8-25-14

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/04/2014 08:35 AM
Budget & Management	Debbie Tamez	09/04/2014 10:36 AM
Merlen P. Munoz	Merlen P. Munoz	09/05/2014 02:37 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Ivan Cantu Started On: 09/03/2014 01:29 PM

Final Approval Date: 09/05/2014

DATE: September 9, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Jail Landmark & Co. Wide Adm.

ACCOUNT NUMBER: 4-1100-4XX-XX-XXX-0XX-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2014
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-423-21-280-087-0- 671	Jail Landmark-	Bldg & Other Struc. R & M Supplies	900,000.00
4-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	78,395.69
		TOTAL BUDGET INCREASE (DECREASE)	**978,395.69**

REASON: Appropriation of new source General Fund revenue as previously certified by the Co. Auditor on 8-25-14. Funds available in the G/F fund balance

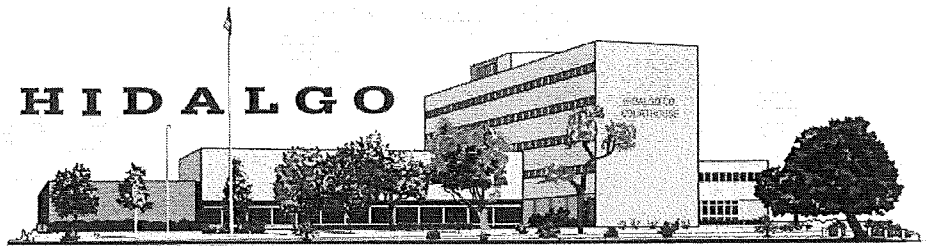
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 26, 2014

The Honorable Ramon Garcia, County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues for the General, Special Revenue, Debt Service, and Enterprise Funds. These amounts are included in the projected ending fund balances at December 31, 2014. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

GENERAL FUND

4-1100-331-12-080-001-0-000	TDPRS-Title IV-E County Legal Services Contract	95,000.00
4-1100-331-12-360-001-0-000	TDPRS-Title IV-E Child Welfare Services Contract	16,000.00
4-1100-334-00-009-003-0-000	TIDC Equalization Payment	416,973.00
4-1100-341-10-060-013-0-000	Justice of the Peace-Truancy Prevention and Dive	11,000.00
4-1100-341-10-090-018-0-000	District Clerk-E-filing Transaction Fee	190,000.00
4-1100-341-10-180-017-0-000	County Clerk-E-filing Transaction Fee	75,000.00
4-1100-345-40-340-001-0-000	Health Dept.-Third-Party Payments	90,000.00
4-1100-360-00-000-005-0-000	Miscellaneous Revenue-Insurance Claims	17,429.85
4-1100-360-00-090-000-0-000	Miscellaneous Revenue-Jury Script O/S Checks	7,360.00
4-1100-362-10-000-000-0-000	Rental Revenue	59,040.00
4-1100-392-11-080-000-0-000	District Attorney-Sale of Abandoned Vehicles	592.84
	Total General Fund	$978,395.69

SPECIAL REVENUE FUNDS		
4-1200-360-00-000-000-0-000	R&B Fund-Miscellaneous Revenue	$673,854.57
4-1200-360-00-122-000-0-000	R&B Fund-Miscellaneous Rev-Precinct 2	568.41
4-1200-360-00-123-001-0-000	R&B Fund-Miscellaneous Rev-Road Dist #5	1,034.09
4-1220-335-00-292-000-0-000	LEOSE Fund-Constable Precinct 2	1,357.94
4-1224-352-30-080-000-0-000	Drug Abuse Prev-10% Crt Ordered Confiscations	159,461.80
4-1238-360-00-000-000-0-000	County Records Mgmt-Miscellaneous Revenue	12,955.88
4-1239-360-00-000-000-0-000	Court Reporter Service-Miscellaneous Revenue	2,829.44
4-1241-360-00-000-000-0-000	Courthouse Security-Miscellaneous Revenue	10,126.43
4-1247-360-00-000-000-0-000	Law Library-Miscellaneous Revenue	84,304.83
	Total Special Revenue Funds	$946,493.39
DEBT SERVICE FUNDS		
4-1435-361-10-000-000-0-000	Refunding Bonds, 2005-Interest Earnings	1,126.32
4-1436-361-10-000-000-0-000	Cert of Obligation, 2006-Interest Earnings	636.96
4-1441-331-11-000-000-0-000	Cert of Obligation, 2009B&C-BABs Interest Reim	144,709.98
4-1442-331-11-000-000-0-000	Cert of Obligation, 2010A&B-BABs Interest Reim	331,901.42
4-1442-361-10-000-000-0-000	Cert of Obligation, 2010A&B-Interest Earnings	557.21
	Total Debt Service Funds	$478,931.89
PROPRIETARY FUNDS		
4-2102-391-03-000-426-0-000	Jail Commissary-Transfer In	$318,945.38
	Total Proprietary Funds	$318,945.38

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/20/14
Date

AI-45783 **Purchasing Department 22. A. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Valde Guerra, HCCC-Ex.Ofcr.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of either one of the following procurement options:

A. A RFQ (Request for Qualifications) procurement packet (i.e. qualifications, specifications/requirements, scope of services, grading criteria/scoring sheets and legal notices) as attached hereto with applicable action on any modifications, additions, deletions or changes to any part/section/terms/conditions/exhibits of the final packet (if opted by CC) ; OR,

B. A RFP (Request for Proposals) procurement packet (i.e. qualifications, specifications/requirements, scope of services, grading criteria/scoring sheets and legal notices) as attached hereto with applicable action on any modifications, additions, deletions or changes to any part/section/terms/conditions/exhibits of the final packet;

for: "Engagement of a Law Firm for the collection of Delinquent (Ad Valorem/Tax Collections and Related Services" for Hidalgo County including the re-advertising of project in the event no responses are received and/or are rejected and project is still required.

BACKGROUND

Notice to HC Commissioners Court: This project will have as the official overseer Valde Guerra, HCCC Executive Officer and the following Purchasing Department staff assigned to conduct the procurement process: Ms. Darlene Betancourt & Ms. Evangelina Garcia (both of whom will report and consult directly to and with Mr. Guerra).

Although no conflict exists and in the over abundance of caution, Martha L. Salazar will not participate in the procurement process for this project commencing today and forward until the awarding of the contract/letter of engagement is completed.

Proposed schedule of events:
1st advertisement: Saturday, September 13, 2014;
2nd advertisement: Saturday, September 20, 2014;

RFQ or RFP Acceptance Date: Wednesday, October 1, 2014

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact is borne by tax payer.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/05/2014 02:30 PM
Budget & Management	Debbie Tamez	09/05/2014 02:40 PM
Glinda Pacheco	Glinda Pacheco	09/05/2014 03:55 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Vangie Garcia Started On: 07/31/2014 11:39 AM

Final Approval Date: 09/05/2014

AI-46347 **Purchasing Department 22. A. 2.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Change Order No. 4 in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $22,672.00 from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates, with authority for County Judge to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Funds available as of 9/5/14.

Attachments

Change Order

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/05/2014 01:24 PM
Budget & Management	Debbie Tamez	09/05/2014 01:31 PM
Glinda Pacheco	Glinda Pacheco	09/05/2014 04:36 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rocio Villarreal Started On: 09/04/2014 03:58 PM

Final Approval Date: 09/05/2014

AI-46266 **Purchasing Department 22. B. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the processing of payment of Invoices with Frontera Materials inasmuch as HC was in the procurement process of a new bid/contract and the prior contract (C-13-012-04-09) had expired but services were necessary in order to continue precinct operations and project and thus avoid work stoppages:
Invoice #214-11373-$ 5,728.94
Invoice #214-11187-$ 4,072.30

Total amount: $ 9,801.24

BACKGROUND

Prior contract #C-13-012-04-09 expired on 04/11/13 and the new assigned contract (C-14-139-06-03) became effective on 06/03/14; orders were done inbetween those dates while HC was in the procurement process.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Funds available pending liquidation of PO#709974 & PO#702793.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Precinct One had an assigned open purchase order #702793 in place however due to the expiration of the contract that po could not be considered thus making these invoices as claims.

Attachments

Frontera Invoices

PO Cancellation Request

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/03/2014 11:51 AM
Budget & Management	Obdett Calzada	09/03/2014 01:51 PM
Glinda Pacheco	Glinda Pacheco	09/04/2014 05:04 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Vangie Garcia Started On: 09/02/2014 09:41 AM

Final Approval Date: 09/05/2014

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Request Agenda Item - Frontera Invoices Claims

From : Katia Garcia <katia.garcia@co.hidalgo.tx.us> Mon, Jul 14, 2014 04:13 PM

Subject : Request Agenda Item - Frontera Invoices Claims 2 attachments

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Cc : Raul Lozano <raul.lozano@co.hidalgo.tx.us>, marcie jackson <marcie.jackson@co.hidalgo.tx.us>

Good Afternoon Ms. Vangie,

We would like to request the attached invoices (INV# 214-11373 & #214-11187) be placed on the next available CC meeting as claims. We had encumbered a PO# 702793 Frontera Materials, which expired on 4/11/14, however, we mistakenly ordered cold mix after this date and the new contract did not start until 6/13/14.

Old Contract# C-13-012-04-09
Effective dates: 4/12/13 - 4/11/14

New Contract# C-14-139-06-03
Effective dates: 6/3/14 - 6/2/15

There was a gap between the start and end date (4/11/14 - 6/3/14) which we did not have a contract in place. The cold mix was ordered within that gap. Therefore, we believe these invoices will need to be placed as claims.

If you need additional information or have any questions, please call or email me.

Thank You,

--

Katia Garcia
Accountant
1902 Joe Stephens Ave Ste. 101
Weslaco, Tx 78599
956-968-8733 ext. 1022
www.co.hidalgo.tx.us/pct1

Hidalgo County Precinct 1

FRONTERA Materials, Inc.
P.O. BOX 1449
ELSA, TX 78543
(956) 316-8952

INVOICE

PLEASE PAY FROM THIS INVOICE.

TERMS: NET 30 DAYS

CHARGE TO:
HIDALGO COUNTY PCT 1
1902 JOE STEPHENS ST
WESLACO, TX 78596

INVOICE NO. 214-11373 DATE 4/30/14

100990

FROM LA JOYA PLANT
PO# 702793, HC PCT#1 WESLACO
TICKET #960891,960890

4/23/14	COLD MIX	33.56	83.50	2,802.26
	TICKET #960999,960998			
4/25/14	COL DMIX	35.05	83.50	2,926.68

TOTAL AMOUNT DUE $5,728.94

THANK YOU

INVOICE RECEIVED BY
[illegible] on 5/20/14
GOODS/SERVICES RECEIVED BY:
See Attached on 4/23/14 - 4/25/14

PCT. # 1
ROAD & BRIDGE
-120'-431-00-121-005-0-6673
702793

FRONTERA MATERIALS INC.
22630 NORTH FM 88 ELSA TX TEL 956-5190028
REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP(X)

960890

Ticket Number 31130
DATE: 4/23/2014 TIME: 7:24 AM

SOLD TO: HCPCT #1

CUSTOMER NO. 3

JOB ORDER NUMBER 702793

DELIVERED TO:

TRUCK INFORMATION

NUMBER	LOADS TODAY	TONS TODAY
n091	1	16.57

MATERIAL LOADED La Joya

SILO	CODE	PRODUCT NAME	TONS SOLD TODAY
0	003	cold mix	16.57

PLANT NO. [redacted]
OPERATOR RUBEN RD

WEIGHT IN TONS

GROSS	TARE	NET
28.420	11.850	16.570

TRUCK MAXIMUMS 0.000 / 0.000

COMMENTS/DIRECTIONS: HAULED BY HCPCT#1 P.O #702793

CONTRACT #

CASH SALE

PRICE PER TON	$
MATERIAL COST	$
HAUL COST	$
SALES TAX	$
TOTAL	$

JOB INFORMATION

LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME
1	16.57	684.78	100.00	HCPCT#1-WESLACO

Driver: Abe Beltran Rcvd By: Juan Flores Insp:

FRONTERA MATERIALS INC.
22630 NORTH FM 88 ELSA TX TEL 956-5190028
REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP(X) MANUAL WEIGHT **

960891

Ticket Number 31131
DATE: 4/23/2014 TIME: 7:26 AM

SOLD TO: HCPCT #1

CUSTOMER NO. 3

JOB ORDER NUMBER 702793

DELIVERED TO:

TRUCK INFORMATION

NUMBER	LOADS TODAY	TONS TODAY
n091	2	33.56

MATERIAL LOADED La Joya

SILO	CODE	PRODUCT NAME	TONS SOLD TODAY
0	003	cold mix	33.56

PLANT NO. [redacted]
OPERATOR RUBEN RD

WEIGHT IN TONS

GROSS	TARE	NET
28.940	"11.950"	16.990

TRUCK MAXIMUMS 0.000 / 0.000

COMMENTS/DIRECTIONS: HAULED BY HCPCT#1 P.O #702793

CONTRACT #

CASH SALE

PRICE PER TON	$
MATERIAL COST	$
HAUL COST	$
SALES TAX	$
TOTAL	$

JOB INFORMATION

LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME
2	33.56	701.77	100.00	HCPCT#1-WESLACO

Driver: Luis Rosa 2 Rcvd By: Juan Flores Insp:

FRONTERA MATERIALS INC.
22630 NORTH FM 88 ELSA TX TEL 956-5190028
REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP (X)

960998

Ticket Number
DATE: 4/25/2014 TIME: 6:59 AM

SOLD TO: HCPCT # 1

CUSTOMER NO.

JOB ORDER NUMBER 702793

DELIVERED TO:

TRUCK INFORMATION

NUMBER	LOADS TODAY	TONS TODAY
R054	1	18.88 Tons

MATERIAL LOADED La Joya

SILO	CODE	PRODUCT NAME	TONS SOLD TODAY
0	003	cold mix	18.86

PLANT NO. [redacted]
OPERATOR RUBEN RD

WEIGHT IN TONS

GROSS	TARE	NET
28.910	10.050	18.860
0.000	TRUCK MAXIMUMS	0.000

COMMENTS/DIRECTIONS: HAULED BY HCPCT#1 P.O #702793

CONTRACT #

CASH SALE

PRICE PER TON	$
MATERIAL COST	$
HAUL COST	$
SALES TAX	$
TOTAL	$

JOB INFORMATION

LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME
1	18.88	720.63	100.00	HCPCT#1-WESLACO

Driver: Abe Beltran Rcvd By: Juan Flores Insp:

No royalties

FRONTERA MATERIALS INC.
22630 NORTH FM 88 ELSA TX TEL 956-5190028
REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP (X)

960999

Ticket Number
DATE: 4/25/2014 TIME: 7:00 AM

SOLD TO: HCPCT # 1

CUSTOMER NO.

JOB ORDER NUMBER 702793

DELIVERED TO:

TRUCK INFORMATION

NUMBER	LOADS TODAY	TONS TODAY
R000	1	18.19 Tons

MATERIAL LOADED La Joya

SILO	CODE	PRODUCT NAME	TONS SOLD TODAY
0	003	cold mix	36.05

PLANT NO. [redacted]
OPERATOR RUBEN RD

WEIGHT IN TONS

GROSS	TARE	NET
28.160	11.970	16.190
0.000	TRUCK MAXIMUMS	0.000

COMMENTS/DIRECTIONS: HAULED BY HCPCT#1 P.O #702793

CONTRACT #

CASH SALE

PRICE PER TON	$
MATERIAL COST	$
HAUL COST	$
SALES TAX	$
TOTAL	$

JOB INFORMATION

LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME
2	18.19	738.82	100.00	HCPCT#1-WESLACO

Driver: Abe Beltran Rcvd By: Juan Flores Insp:

FRONTERA Materials, Inc.
P.O. BOX 1449
ELSA, TX 78543
(956) 316-8952

INVOICE

PLEASE PAY FROM THIS INVOICE.

TERMS: NET 30 DAYS

CHARGE TO

HIDALGO COUNTY PCT 1
1902 JOE STEPHENS ST
WESLACO, TX 78596

INVOICE NO 214-11187

DATE 4/28/14

100990

FROM LA JOYA PLANT
PO# 702793, HC PCT#1 WESLACO
TICKET #960477

4/14/14	COLD MIX	15.29	83.50	1,276.72
	TICKET #960655,960654			
4/16/14	COLD MIX	33.48	83.50	2,795.58

TOTAL AMOUNT DUE $4,072.30

THANK YOU

PCT. # 1
ROAD & BRIDGE
4 -1200-431-00-121-005-0-673
702793

INVOICE RECEIVED BY
Katia Garcia on 5/9/14
GOODS/SERVICES RECEIVED BY:
See Attached on 4/14/14 4/16/14

FRONTERA MATERIALS INC.
22630 NORTH FM 88 ELSA TX TEL 956-5190028
REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP(

960477

Ticket Number 30718
DATE: 4/14/2014 TIME: 6:20 AM

SOLD TO: HCPCT #1

CUSTOMER NO. 3

JOB ORDER NUMBER 702793

DELIVERED TO:

TRUCK INFORMATION			MATERIAL LOADED				PLANT NO.
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY	REAV
R090	1	15.29	0	003	cold mix	15.29	OPERATOR RUBEN RD

WEIGHT IN TONS		
GROSS	TARE	NET
26.860	11.570	15.290
0.000 ◄ TRUCK MAXIMUMS ►		0.000

COMMENTS/DIRECTIONS: HAULED BY HCPCT#1 P.O #702793

CONTRACT #

CASH SALE

PRICE PER TON	$
MATERIAL COST	$
HAUL COST	$
SALES TAX	$
TOTAL	$

JOB INFORMATION

LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME
1	15.29	634.73	100.00	HCPCT#1-WESLACO

Driver: _____ Rcvd By: _____ Insp: _____

22630 NORTH FM 88 ELSA TX TEL 956-5190028
REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP(

960654

Ticket Number 30695
DATE: 4/16/2014 TIME: 6:59 AM

SOLD TO: HCPCT #1

CUSTOMER NO. 3

JOB ORDER NUMBER 702793

DELIVERED TO:

TRUCK INFORMATION			MATERIAL LOADED				PLANT NO.
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY	REAV
R091	1	15.86	0	003	cold mix	15.86	OPERATOR RUBEN RD

WEIGHT IN TONS		
GROSS	TARE	NET
27.570	11.690	15.880
0.000 ◄ TRUCK MAXIMUMS ►		0.000

COMMENTS/DIRECTIONS: HAULED BY HCPCT#1 P.O #702793

CONTRACT #

CASH SALE

PRICE PER TON	$
MATERIAL COST	$
HAUL COST	$
SALES TAX	$
TOTAL	$

JOB INFORMATION

LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME
1	15.86	650.61	100.00	HCPCT#1-WESLACO

FRONTERA MATERIALS INC.
22630 NORTH FM 88 ELSA TX TEL 956-5190028
REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP(

960655

Ticket Number	30896	
DATE: 4/16/2014	TIME: 7:01 AM	

SOLD TO:
HCPCT #1

CUSTOMER NO.
3

JOB ORDER NUMBER
702793

DELIVERED TO:

TRUCK INFORMATION

NUMBER	LOADS TODAY	TONS TODAY
044	1	17.60

MATERIAL LOADED

SILO	CODE	PRODUCT NAME	TONS SOLD TODAY
0	003	cold mix	33.48

PLANT NO.
REAV
OPERATOR
RUBEN RD

WEIGHT IN TONS

GROSS	TARE	NET
29.090	11.490	17.600
0.000 ◄ TRUCK MAXIMUMS ►		0.000

COMMENTS/DIRECTIONS:
HAULED BY HCPCT#1
P.O #702793

CONTRACT #

CASH SALE

PRICE PER TON	$
MATERIAL COST	$
HAUL COST	$
SALES TAX	$
TOTAL	$

JOB INFORMATION

LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME
2	33.48	668.21	100.00	HCPCT#1-WESLACO

Driver: _____ Rcvd By: _____ Insp: _____

DEPARTMENT: Hidalgo County Precinct No.1
Account # 4-1200-431-00-121-005-0-673

Date: 5/28/14

ATTN: GENNY GONZALEZ

VENDOR NAME	AMOUNT	INVOICE#	DATE	OBJ.#	OBJECT DESCRIPTION	REQ.#	P.O.#
FRONTERA MATERIALS, INC.	$8,071.12	214-11081	04/22/14	673	PCT1 RD MAINT-R&B R&M SUPPLIES	249349	702793
FRONTERA MATERIALS, INC.	$4,072.30	214-11187	04/28/14	673	PCT1 RD MAINT-R&B R&M SUPPLIES	249349	702793

AUDITOR'S COMMENTS: _____

_____

Purchase Order
COUNTY OF HIDALGO

PO# 702793

DATE: 01/09/14

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 125717 REQ: 00249349

PHONE: (956)968-0349

FAX: (956)968-0689 EMAIL:

CANCELLED: 04-11-14

FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
MCALLEN TX 78596

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

SPECIAL INSTRUCTIONS: PW2 MI

VENDOR NOTES

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-13-012-01-09 EXPIRES 4/11/2014 OPEN P.O FOR HOT MIX - COLD LAID YARD STOCK - OPTION TO INCREASE DUE TO OVERAGE		
100.00	TON	CC OPEN P.O FOR HOT MIX - COLD LAID @ $93.50 PER TON	93.50	9,350.00
			TOTAL:	9,350.00

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

For Hidalgo County use only

1-5300-431-00-121-005-0-672 9,350.00

Authorized by: Martha P. Salazar

PURCHASE ORDER CANCELLATION REQUEST

TO: MATILDE FAZ

DEPARTMENT: PURCHASING DEPARTMENT

FROM: KATIA GARCIA

DATE: 9/4/2014

PLEASE BE ADVISED THAT I AM RQUESTING THAT THE FOLLOWING PURCHASE ORDER(S) BE LIQUIDATED AS IF (THEY) IS (ARE) NO LONGER OUTSTANDING:

P.O.#	VENDOR NAME	AMOUNT OF ORIGINAL P.O.	NIGP CODE	LESS PREVIOUS INVOICES SUBMITTED FOR PAYMENT	AMOUNT OUTSTANDING	OUTSTANDING AMOUNT TO BE LIQUIDATED
702793	FRONTERA	$65,317.98	74514	$61,245.68	$4,072.30	$4,072.30
709974	FRONTERA	$31,958.50	74514	$8,590.76	$23,367.74	$5,728.94

REASON (BRIEFLY EXPLAIN): PO'S ARE NO LONGER NEEDED.

AUTHORIZATION: Katia Garcia — 9/4/14

DEPARTMENT HEAD — DATE

APPROVED BY: _____ — _____

PURCHASING DEPARTMENT — DATE

APPROVED BY: _____ — _____

HIDALGO COUNTY AUDITOR — DATE

REF: _____

COUNTY AUDITOR'S FORM: SFA-CA-022
REVISED: 8/13

AI-46175 **Purchasing Department 22. B. 2.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a **"Professional Engineering Services"** agreement as reviewed and approved as to form by legal with **Millennium Engineers Group, Inc.** for provision of **"Geo-Technical Services (On Call On As Needed Basis)"** for projects located within Hidalgo County Precinct One with assigned **Contract #C-14-309-09-09**.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be identified once Precinct identifies project(s) by means of work authorizations.

Attachments

Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/26/2014 12:11 PM
Budget & Management	Debbie Tamez	08/29/2014 05:06 PM
Glinda Pacheco	Glinda Pacheco	09/02/2014 09:03 AM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Vangie Garcia Started On: 08/25/2014 01:37 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-14-309-09-09

THIS AGREEMENT is made effective the 9th day of **SEPTEMBER, 2014** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **MILLENNIUM ENGINEERS GROUP, INC.** of Edinburg, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"CONSTRUCTION MATERIALS TESTING SERVICES" (on call on an as needed basis)** for projects within **HIDALGO COUNTY PRECINCT NO. 1** (the "Services");

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 1**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of **one (1) year**, effective **September 9th, 2014** and will expire **September 8th, 2015** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental

Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own

expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. 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 County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected

provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Expect 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	**Millennium Engineers Group, Inc.** **Attn: Raul Palma, P.E. President** **705 Dawson Drive** **P.O. Box 4569** **Edinburg, Texas 78540-4569**

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 addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. 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).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

Approved by Commissioners' Court on: August 25, 2014

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***
RFQ No.: 2013-003-12-05-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

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/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2013-003-12-05-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 13 , 2012
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent'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, ***RFQ–2013-003-12-05-SMA-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. **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, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Invoices must include:
        a) Name and address of successful respondent
        b) Name and address of receiving department or official
        c) Purchase Order Number and Contract number (if any)
        d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*,**
        e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05 , 2012**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY APPROVED HOLIDAYS:

2013 YEAR	
New Year's Day	**12/31/12 and 01/01/13**
Martin Luther King Day	**01/21/13**
President's Day	**02/18/13**
Good Friday	**03/29/13**
Easter	**04/01/13**
Memorial Day	**05/27/13**
Independence Day	**07/04/13**
Labor Day	**09/02/13**
Veteran's Day	**11/11/13**
Thanks Giving Day	**11/28/13 and 11/29/13**
Christmas Day	**12/24/13 and 12/25/13**

17. ~~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 respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. 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 qualification 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.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
  appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent 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.

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

29. The successful respondent 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.

30. Respondents shall provide with the qualification 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. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-
Geotechnical and Construction Materials Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2013 and ending February 8, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2013-003-12-05-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals must be signed. Please sign the original in ***blue ink***.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Pre-Certification by TX-DOT for State funded **ROADWAY** projects only is preferred, but not required.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2013-003-12-05-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2013-003-12-05-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2013-003-12-05-SMA

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness Index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2013-003-12-05-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name:: _____

Department:: _____

Firm/Participant:Name: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B
	INSURER C:
	INSURER D
	INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PA D 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 STATUTORY 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 award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria)
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)
☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American
☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women
☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other
☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No
Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):
Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State:_____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name:_____HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other _____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.:( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, 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.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time (per hour)	$45.00
Atterberg Limits (each test)	70.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	45.00
Moisture Density Relationship	
Standard Proctor (each test)	200.00
Modified Proctor (each test)	215.00
TxDOT Proctor (each test)	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test)	22.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	750.00
Additional Specimens (each specimen)	175.00
Small Moisture Content of Aggregates and Base (each test)	13.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	85.00
pH (each test)	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	500.00
Sulfate Content (each test)	80.00
Hydrometer (each test)	275.00

Bituminous Section

Material Preparation Time (per hour)	$50.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00
Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test)	250.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	45.00
Molding Specimens (per set)	60.00

Concrete Section

Material Preparation Time (per hour)	$50.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	40.00
Strip & Hold Beam (each beam)	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	95.00
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time (per hour)	$54.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.80
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	54.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	70.00
Flagman (per hour)	45.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	45.00
Moisture Content (each test)	13.00
Grout Backfill (per foot)	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

Technician Services

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$45.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs)	54.00
Senior Engineering Technician (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	90.00

Other Services

Vehicle Trip Charge (per trip) (within 25 miles of office).....	$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	54.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 ½" x 11" (per page).....	0.12
8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

Professional Services

Principal Engineer (per hour).....	$145.00
Project Engineer (per hour).....	115.00
Staff Engineer (per hour).....	100.00

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	
Project Management (per hour).....	$70.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement #C-14-00-00

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** 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 **Laboratory** is identified in ***EXHIBIT "B"*** – ***Scope of Services to be Provided by the Laboratory*** 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".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(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**.

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.1, Commissioner, A.C. Cuellar, Jr., as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(approval date)___ as indicated below and effective as of _____ day of _____, 2014.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By:

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____ _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ___ ____ day of _____ **20**___ concerning Laboratorying for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2014

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 Sergio Rodriguez 5121 S Jackson Rd Edinburg, TX 78539	CONTACT NAME: Sergio Rodriguez PHONE (A/C, No, Ext): 956-687-5566 FAX (A/C, No): 888-391-5686 E-MAIL ADDRESS: srlasergio@gmail.com
INSURED Millennium Engineer's Group, Inc 5804 N Gumwood Pharr, TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: CNA-American Casualty Co Of Reading, PA — 20427 INSURER B: Hartford Underwriters Insurance Company — 30104 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	2066374566.	11/22/2013	11/22/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	3003921289	07/02/2014	11/22/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			72-WEC GY 880	10/16/2013	10/16/2014	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

Certificate Holder is also Additional Insured and Waiver of Subrogation applies in this event.
Should any of the above described policies be cancelled before the expiration date a 30 day notice will be delivered.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2014

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 Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: Timothy Esler PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS:
INSURED Millennium Engineers Group, Inc. 5804 N. Gumwood Pharr TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Company — 20443- INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Master 13-14 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			MCH288364872	12/12/2013	12/12/2014	Per Claim Limit	$1,000,000
							Annual Aggregate	$2,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy Esler/DEBBIE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2014

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
STATE FARM INSURANCE
ROBERT ELIZALDE, AGENT
StateFarm 5107 S MCCOLL RD
EDINBURG, TX 78539

CONTACT NAME: GARDENIA MARTINEZ
PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810
E-MAIL ADDRESS: GARDENIA.MARTINEZ.T66B@STATEFARM.COM

INSURED
MILLENNIUM ENGINEERS GROUP, INC
5804 N GUMWOOD
PHARR, TX 78577

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
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	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			159 6811-A19-53K	01/19/2014	01/19/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$
	HIRED 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)

2008 FORD RANGER 1FTYR10D48PA62344
2008 FORD RANGER 1FTYR10D38PA82175
2010 FORD RANGER 1FTKR1AD0APA22160
2011 FORD RANGER 1FTKR1ADXBPA02368

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Review as to form-Contract document with Millennium Engineers

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Aug 26, 2014 10:09 AM

Subject : Fwd: Review as to form-Contract document with Millennium Engineers

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

----- Forwarded Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, August 26, 2014 7:48:08 AM
Subject: RE: Review as to form-Contract document with Millennium Engineers

The agreement is OK.

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, August 25, 2014 4:43 PM
To: Steve Crain
Cc: Evangelina Garcia; mntrevino@atlashall.com
Subject: Fwd: Review as to form-Contract document with Millennium Engineers

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

PS: WE NEED A COUPLE OF CONTRACTS PICKED UP AT PURCHASING. FOR SOME REASON, WE'VE REQUESTED PICK-UP, BUT HAS NOT HAPPENED.

----- Forwarded Message -----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, August 25, 2014 4:28:13 PM
Subject: Review as to form-Contract document with Millennium Engineers

Marty:
Please forward to legal for review and approval of the contract document for "Geo-Technical Services" so that I may proceed in placing an agenda item pursuant to legal's approval.

Thank you

AI-46122 **Purchasing Department 22. B. 3.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

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 appraisal services providers-Youth Village & Weslaco Health Clinic (Partial Property) located in Pct No.1;

Evaluator	Intrega Realty Resources	HLH Harvey L., Heerssen Appraisal	George J., Salazar Appraisal HAUS
Scores	71	73	75
Ranking			

C. Authority for the Purchasing Department to negotiate a professional appraisal services contract with the No. 1 ranked firm _____for professional appraisal services - Youth Village & Weslaco Health Clinic (Partial Property) located in Pct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Pct/Budget will identify funding

Attachments

attached

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/02/2014 09:49 AM
Budget & Management	Debbie Tamez	09/02/2014 10:04 AM
Manuel Chapa	Manuel Chapa	09/05/2014 10:47 AM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Nielda Cavazos Started On: 08/21/2014 01:56 PM

Final Approval Date: 09/05/2014

HIDALGO COUNTY PRECINCT NO 1

FOR

Appraisal Services

Youth Village & Weslaco Health Clinic

(Partial Property)

Scoring & Evaluation GRID

Appraisal Services

Total Scores	Intrega Realty Resources	HLH Harvey L. Heerssen Appraisal	George J., Salazar Appraisal HAUS
Evaluator 1	71	73	75
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

AI-46199 **Purchasing Department 22. B. 4.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a **Professional Engineering Services Agreement** (On Call On As Needed Basis) as reviewed and approved as to form by legal with **LeFevre Environmental Management Consulting, LLC** for projects located within Precinct One with assigned **Contract #C-14-308-09-09**.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be indentified once Precinct identifies project(s) by means of work authorizations.

Attachments

Contract document/legal's approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/28/2014 01:56 PM
Budget & Management	Debbie Tamez	09/02/2014 08:56 AM
Glinda Pacheco	Glinda Pacheco	09/02/2014 09:40 AM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Vangie Garcia Started On: 08/26/2014 04:41 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-14-308-09-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Le Fevre Environmental Management Consulting, LLC** professional engineers of **McAllen, Texas** hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"Road and Bridge, C.I.P., Drainage Projects** and **Other Projects in General" (on an as needed basis)** for **Hidalgo County Precinct Number 1** hereinafter referred to as the **("Project")**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "**T**exas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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**, are 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 exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

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 be effective **September 9, 2014** and will expire **September 8, 2015** (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 **Engineer** 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 ***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 Breakdown***, 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***. **T**hose 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:

I. **RESIDENT OR SITE ENGINEER, INSPECTOR**. Actual performance of services of the 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; inventories required for certification of force preparation of change orders for extra work appraisals, valuations, and material audits; or account construction performed by the **Owner**; done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** 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 judgment, 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 **Owner** in writing, In the event the **Owner** 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. Sub-Contracting 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, judgment 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 **Engineer** 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 **Engineer** 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 **Engineer**, 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 therefrom 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:
Hidalgo County
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

ENGINEER:
LeFevre Environmental Management Consulting, LLC
Attn: Wesley Richard LeFevre, PE
612 Nolana, Suite 520
McAllen, Texas 78504

The Address may be changed by either party by written notice and 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 which he or she has executed this Agreement and that he or she has full and complete authority to 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 _____day of _____, **2014**.

ENGINEER:
Le Fevre Environmental Management Consulting, LLC

BY:_____
Wesley Richard LeFevre, PE

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

Approved by Commissioners' Court: _____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 12, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-002-12-05-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-002-12-05-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	9
4.	Exhibit B, Evaluation Criteria	3
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 12, 2012
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2013-002-12-05-YZV

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ No.: 2013-002-12-05- "HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. **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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05, 2012**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY HOLIDAYS

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	01/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanksgiving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

17. ~~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 respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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 RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent 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.

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

29. The successful respondent 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.

30. Respondents shall provide with the qualification 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. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2013-002-12-05-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2013 and ending February 08, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number *2012-002-12-05-YZV* **, Project Title** *Professional Engineering Services Pool*, **and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services

from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, November 19, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?_____

Minimum experience: Years? _____ Projects? _____

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes

- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal.
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing

similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EXHIBIT B

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2013-002-12-05-YZV

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

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

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

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

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2013-002-12-05-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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) PER & ADV INJURY AL AGGREGATE UCTS – COMP/OP	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE POLICY LIMIT	$ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: ____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2013-002-12-05-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

EXHIBIT C
-Work Schedule

Scope of Services

County of Hidalgo - Precinct No. 1

LeFevre Engineering &Management Consulting, LLC

The following is for general "on call" engineering services:

Phase 1 – Study and Report Phase

1. Set-up a project startup meeting with the County staff to review the project requirement and gather all pertinent data.
2. Perform reconnaissance of project area and gather engineering and physical data.
3. Contact all appropriate state, federal and local agencies for permit process, time schedule and construction requirements.
4. Prepare a study and report summary and submit to County for acknowledgment to proceed with preliminary phase.
5. Prepare funding applications for project.

Phase 2 – Preliminary Phase

1. Meet with County personnel and relevant parties to gather information and coordinate project.
2. Consult with sub-consultant regarding engineering requirements for boundary and topographic survey of project area.
3. Analyze the survey of existing utilities that will be affected by any excavation.
4. Study the need for soils testing and perform soils investigation if deemed necessary.
5. Develop preliminary construction plans/profile of project.
6. Submit preliminary engineering plans and profiles to County and other affected entities for preliminary approval of proposed improvements.
7. Prepare engineering report(s), plans, and cost estimates to County.

Phase 3 – Design Phase

1. Analyze detailed surveys of existing underground and overhead utilities within the project.
2. Consult with the utility companies for their consideration of all utility data found. Provide construction plans to the utility companies involve.
3. Prepare detailed specifications and contract drawings for construction.
4. Prepare detailed cost estimates and proposals, which will include bid items and quantities based on unit price system of bidding.
5. Furnish the necessary copies of the approved plans, specifications and proposals to County.

Phase 4 – Bidding/Negotiating Phase

1. Assist the County in the advertisement of project for bids.
2. Assist the County in the opening and tabulation of bids.
3. Analyze the bids and make recommendations for the award of the construction contract.
4. Assist in the preparation of formal Contract Documents.

Phase 5 – Construction

1. Provide periodic construction supervision or full-time inspection.
2. Review shop drawings/submittals.

3. Prepare change orders due to unexpected conditions encountered.
4. Prepare monthly estimates of work performed by Contractor.
5. Assist with pay requests.
6. Prepare record documents.
7. Provide final project close-out.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Professional Engineering Cost Breakdown

Hidalgo County PCT 1-On Call Engineering Services - FY2014-2015

LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	200	$/Hr
Engineer	175	$/Hr
Project Manager	130	$/Hr
CADD Technician	85	$/Hr
Inspector	75	$/Hr
Administration	65	$/Hr

EXHIBIT E
-Work Authorization

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, 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".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section___ of the Agreement.

PART 4. FUNDING

This Work Authorization No._____ shall be funded through funding source:
Account No. _____
Requisition Number _____ **(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 project completion as indicated in the "Exhibit C-Preliminary 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 #1,_____** as to content and detail of this **Work Authorization No.___**.

HIDALGO COUNTY PRECINCT #1_____.

BY: _____
A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____, 2014.

THE ENGINEER:	**THE OWNER:**
(Firms Name)	**HIDALGO COUNTY**
_____	_____
By: (Name of Engineer)	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

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 the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ _____day of _____ 2014 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.

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:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2014

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
Fidelity Benefits & Insurance Services, LLLP
9385 Miller Lane
San Antonio, TX 78266

CONTACT NAME: Robert Shimanek, III
PHONE (A/C, No, Ext): 512-507-0776 FAX (A/C, No): 866-475-1803
E-MAIL ADDRESS: robert@fidelityoftexas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Lloyds Insurance Company	
INSURER B : The Travelers Indemnity Company	
INSURER C : The Travelers Indemnity Company	
INSURER D : The Phoenix Insurance Company	
INSURER E : Tudor Insurance Company	
INSURER F :	

INSURED
LeFevre Engineering & Management Consulting, LLC
612 Nolana Suite 520
McAllen, Tx 78504

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		5970X620	03/21/2014	03/21/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]	X		5971X192	03/21/2014	03/21/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			3E778571	03/21/2014	03/21/2015	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [X] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3676T38	03/21/2014	03/21/2015	[X] PER STATUTE [ ] 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
E	Professional Liability			AEL1004469	08/19/2014	08/19/2015	Each Claim Policy Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2013 Chevrolet Silverado VIN 1GCNCPEXXDZ228181

CERTIFICATE HOLDER
Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, Texas 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Review of Contract-Engineering Services with LeFevre-Pct. 1

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, Aug 27, 2014 12:59 PM
Subject : Fwd: Review of Contract-Engineering Services with LeFevre-Pct. 1
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

There you go.

----- Forwarded Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, August 27, 2014 12:49:34 PM
Subject: RE: Review of Contract-Engineering Services with LeFevre-Pct. 1

The agreement as revised is fine.

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 27, 2014 12:35 PM
To: Steve Crain
Cc: Evangelina Garcia
Subject: Fwd: Review of Contract-Engineering Services with LeFevre-Pct. 1

Mr. Crain:
Scheduled vehicles included as per request. Please review and comment as to form.
Marty S.

----- Forwarded Message -----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, August 27, 2014 12:02:47 PM
Subject: Re: Review of Contract-Engineering Services with LeFevre-Pct. 1

Marty:
Attached is the contract for legal's review for approval with the inclusion of the insurance accord referencing the "scheduled auto" as requested by legal.

Thank you

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, August 26, 2014 5:43:27 PM
Subject: Fwd: Review of Contract-Engineering Services with LeFevre-Pct. 1

See comment from legal.
----- Forwarded Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, August 26, 2014 5:04:48 PM
Subject: RE: Review of Contract-Engineering Services with LeFevre-Pct. 1

Autos are not scheduled on insurance certificate.

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, August 26, 2014 4:50 PM
To: Steve Crain
Cc: Evangelina Garcia
Subject: Fwd: Review of Contract-Engineering Services with LeFevre-Pct. 1

AI-46251 **Purchasing Department 22. C. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a professional appraisal services agreement with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land-Sale and/or Exchange, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 2 (on an as needed basis) and as selected for negotiations by CC from the "POOL" of Appraisers by CC on 7/15/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-339

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

BUDGETARY IMPACT:

On call as needed basis. Pct will identify funding.

Available balance (account listed) as of 9-3-14 $7,772.31

Attachments

Backup

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/02/2014 09:51 AM
Budget & Management	Debbie Tamez	09/02/2014 10:52 AM
Manuel Chapa	Manuel Chapa	09/05/2014 03:24 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rocio Villarreal Started On: 08/29/2014 03:53 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-14-301-09-09

THIS AGREEMENT is made effective the **9th** day of **September, 2014**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **"Appraisal Services for Projects within Hidalgo County Precinct No. 2" (on an as needed basis)**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Service," and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, The Professional Services Procurement Act, Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to County, The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations

and Disposition of County owned Property located within Hidalgo County Precinct No. 2 as shown in Exhibit “B” attached hereto and entitled “Services and Fees to be Provided by the Appraiser.” In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become **NULL and VOID**. If such Purchase Order becomes **NULL and VOID** and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provided the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Contract is for the period of one (1) year, effective September 9, 2014 and will expire September 8, 2015 or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 20, hereof.

4. Progress. Upon acceptance of a work order, the Appraiser shall undertake and

complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being

performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B"- Basis for Payment. If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability

to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. The County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit “C”, issued by the insurer that such insurance is

in full force and effect.

12. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly,

damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:
County of Hidalgo
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Appraiser:
Leonel Garza, Jr. & Associates, LLC
Attn: Leonel Garza, III, Co-Owner/Primary R.E.A.
1419 Dove, Suite 1
McAllen, Texas 78504

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.

21. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

22. Binding Contract. This Contract 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 contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

24. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

25. 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 **Appraiser.** 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).

26. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____

Ramon Garcia, County Judge

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”

Request for Qualifications (RFQ) Procurement Packet

EXHIBIT “B”

Services and Fees to be provided by Appraiser

EXHIBIT “C”

Insurance Requirements

EXHIBIT "A"

Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-006-12-11-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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/sgs

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

Item	Description	No. of Pages
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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
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5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18, 2013
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2014-006-12-11-SGS

Acceptance Due Date: **DECEMBER 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. **One (1) original, seven (7) copies** of all request for qualifications (RFQ) and two (2) CDs in PDF Format are required with the respondent'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, **RFQ – 2014-006-12-11-SGS"HIDALGO COUNTY** (Including all funding sources, programs, and entities)-"**Professional Appraisal Services Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. **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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2014 YEAR	
New Year's Day	01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14
New Years Eve	12/31/14

17. ~~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 respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **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 respondent 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 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- 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.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent 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.

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for

Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

29. The successful respondent 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.

30. Respondents shall provide with the qualification 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. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ Nº 2014-006-12-11-SGS

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2014 and ending March 15, 2015.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, seven (7) copies and two (2) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number: 2014-006-12-11-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFP REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

Evaluation Criteria & Evaluation Form

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING (25) POINTS

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL 100 Points

Internal Use Only: Commodity Code: 946-15

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL**
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL**
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL**
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of Insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B
	INSURER C
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OTHER THAN PROTECTIVE LIABILITY GEN'L AGGR LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED	INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
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

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

RFQ SUBMITTAL CHECK LIST

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2014-006-12-11-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

EXHIBIT "B"

Services and Fees to be provided by Appraiser

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 Ext. 4868	**Date Submitted:**	August 22, 2014
Re:	**Appraisal Proposal – Precinct No. 2**	**CC:**	Rosio Villarreal, CPPB / Contract Manager

Mrs. Villarreal:
As per phone conversation with Rosio Villarreal on August 22, 2014, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 2 (on an "As Needed Basis"). The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

Appraisal Report Cost	**$2,250.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct #2 Department and or other County agencies involved in the project.
Updated/Revised Reports	**$ 500.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

August 22, 2014

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 2. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "C"

Insurance Requirements

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2014

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	CONTACT NAME:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co, LTD	11000
INSURER B : Hrtfrd Accident & Indemnity Co	22357
INSURER C : Hartford Ins Co of the Midwest	37478
INSURER D : Berkley Assurance Company	
INSURER E :	
INSURER F :	

INSURED

Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			65SBATE2179	05/18/2014	05/18/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			65UECZF5945	05/18/2014	05/18/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			65SBATE2179	05/18/2014	05/18/2015	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A		X	65WBCAE1721	01/11/2014	01/11/2015	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab	X		VUMB003490	05/18/2014	05/18/2015	See Description	

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

Form 30 Day Notcie of Cancellation
Professional Liab- Claims Made:Agrgregate limit $1,000,000; Limit of liability per claim 1,000,000; Re-troactive date: May 18,2010; Professional Liability E&O Deductible per Claim $7,500

The General Liability and Business Auto policies includes a blanket automatic additional insured and blanket automatic waiver of subrohgation endorsement (Form SS 00 08 04 05) & (HA 99 16 03 12) that provides additional insured & waiver of subrogastion status to the certificate holder only when there is a wriiten contract between certificate holder that requires it or such status;
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LEONGAR-02 HEREN1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Shepard Insurance Agency		Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Units: 2010 Toyota #5TFRM5F15AX011366; 2014 Toyota #5TFUM5F17EX052999

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RE: C-14-301-09-09-Leonel Garza-Pct 2

From : Steve Crain <scrain@atlashall.com> Fri, Sep 05, 2014 02:19 PM

Subject : RE: C-14-301-09-09-Leonel Garza-Pct 2

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The revised document is fine.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, September 05, 2014 1:47 PM
To: Steve Crain
Subject: Re: C-14-301-09-09-Leonel Garza-Pct 2

Mr. Crain:

Please review corrections and approve as to form.

Thank you.
ROCIO VILLARREAL

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, September 3, 2014 7:31:49 AM
Subject: RE: C-14-301-09-09-Leonel Garza-Pct 2

In the whereas clause the agreement refers to Pct 2 but in numbered paragraph 3 the contract refers to Pct 3.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, September 02, 2014 4:44 PM
To: Steve Crain
Subject: Re: C-14-301-09-09-Leonel Garza-Pct 2

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL

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

AI-46256 **Purchasing Department 22. C. 2.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Comm. H Palacios, HC-Pct. 2 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute an "On Call" professional engineering services contract with Millenium Engineers Group for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on CC 07/15/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-731

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

BUDGETARY IMPACT:

On an as Needed Basis

Attachments

Legal Approval

Millenium Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/02/2014 09:59 AM
Budget & Management	Debbie Tamez	09/02/2014 10:01 AM
Glinda Pacheco	Glinda Pacheco	09/02/2014 10:51 AM
Purchasing Department	Marty Salazar	09/03/2014 12:16 PM
Budget & Management	Obdett Calzada	09/03/2014 01:48 PM
Glinda Pacheco	Glinda Pacheco	09/03/2014 03:38 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rocio Villarreal Started On: 08/29/2014 04:37 PM

Final Approval Date: 09/05/2014

RE: C14-300-09-09-Millennium Engineers

From : Steve Crain <scrain@atlashall.com> Tue, Sep 02, 2014 08:13 AM

Subject : RE: C14-300-09-09-Millennium Engineers

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, August 29, 2014 4:38 PM
To: Steve Crain
Subject: C14-300-09-09-Millennium Engineers

Mr. Crain:

Please review and approve as to form.

Thank you.
ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-14-300-09-09

THIS AGREEMENT is made effective the 9th day of September, 2014 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Millennium Engineers Group, Inc.** a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 2 Projects;" **(ON AN AS NEEDED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. 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 County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	Millennium Engineers Group, Inc. Attn: Mr. Raul Palma, P.E. President 705 Dawson Drive Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

30. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

Millennium Engineers Group, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-***"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"***
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

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/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18 , 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent'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, ***RFQ–2014-004-12-11-SMA-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. **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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) ***Professional Engineering Services-Construction Materials & Geotechnical Testing Pool"***,
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11 , 2013**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY HOLIDAYS:

2014 YEAR	
New Year's Day	**01/01/14**
Martin Luther King Day	**01/20/14**
President's Day	**02/17/14**
Good Friday	**04/18/14**
Easter	**04/21/14**
Memorial Day	**05/26/14**
Independence Day	**07/04/14**
Labor Day	**09/01/14**
Veteran's Day	**11/11/14**
Thanksgiving Day	**11/27/14 and 11/28/14**
Christmas Day	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

17. ~~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 respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **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 respondent 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 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent 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.

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

29. The successful respondent 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.

30. Respondents shall provide with the qualification 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. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, December 04, 2013 at 5:00 p.m. **Responses will be sent to all applicants by** Friday, December 06, 2013. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The statement of qualifications shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only

Refer back to requirements page 8, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$ /Mo.
28	Concrete Beam Breaker	$ /Day
29	Concrete Beam Breaker	$ /Wk
30	Concrete Beam Breaker	$ /Mo.
31	Vacuum Extractor	$ /Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + %
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$ Hr.
Tex-103-E	Determination of Moisture Content is Soil Material	$ Ea.
Tex-104-E	Determination of Liquid Limit of Soils	$ Ea
Tex-105-E	Determination of Plastic Limit of Soils	$ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$ Ea
Tex-108-E	Determination of Specific Gravity of Soils	$ Ea
Tex-110-E	Part I Sieves thru 40	$ Ea
	Part II Sieves thru 200	$ Ea
	Additional Sieves	$ Ea
Tex-111-E	Minus 200 Sieve Analysis	$ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$ Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$ Ea
	Disturbed Soils and Base Materials (Part II)	$ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$ Ea
Tex-128-E	Determination of Soil pH	$ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$ Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$ Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$ Ea
Tex-203-F	Sand Equivalent Test	$ Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

DRAFT

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	

TOTAL SCORE:

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD — CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public _____

My commission expires: _____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its Instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time (per hour)	$45.00
Atterberg Limits (each test)	70.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	45.00
Moisture Density Relationship	
Standard Proctor (each test)	200.00
Modified Proctor (each test)	215.00
TxDOT Proctor (each test)	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test)	22.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	750.00
Additional Specimens (each specimen)	175.00
Small Moisture Content of Aggregates and Base (each test)	13.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	85.00
pH (each test)	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	500.00
Sulfate Content (each test)	80.00
Hydrometer (each test)	275.00

Bituminous Section

Material Preparation Time (per hour)	$50.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00
Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test)	250.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	45.00
Molding Specimens (per set)	60.00

Concrete Section

Material Preparation Time (per hour)	$50.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	40.00
Strip & Hold Beam (each beam)	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	95.00
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time (per hour)	$54.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.80
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	54.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	70.00
Flagman (per hour)	45.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	45.00
Moisture Content (each test)	13.00
Grout Backfill (per foot)	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

Technician Services

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$45.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs)	54.00
Senior Engineering Technician (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	90.00

Other Services

Vehicle Trip Charge (per trip) (within 25 miles of office).....	$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	54.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 ½" x 11" (per page).....	0.12
8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

Professional Services

Principal Engineer (per hour).....	$145.00
Project Engineer (per hour).....	115.00
Staff Engineer (per hour).....	100.00

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	
Project Management (per hour).....	$70.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Millennium Engineer Group, Inc.., hereinafter called "Laboratory".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the Laboratory 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 Laboratory is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Laboratory* 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".

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ (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 or (DATE).

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._ Commissioner___ as to content and detail of this Work Authorization No.___.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)____ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Millennium Engineer Group, Inc.

_____

By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "Owner", and Millennium Engineer Group, Inc., hereinafter called the "Laboratory".

WITNESSETH

WHEREAS, the Owner and the Laboratory executed the Agreement on the _____ day of _____ _____ 2009 concerning Laboratory for _____ (hereinafter referred to as the "Project"); and,

WHEREAS, Paragraph ___ of the Agreement, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the Owner and the Laboratory agree that said Agreement is amended as follows:

I. Paragraph ___ of the Agreement, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2014

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
Sergio Rodriguez
6121 S Jackson Rd
Edinburg, TX 78539

CONTACT NAME: Sergio Rodriguez
PHONE (A/C, No, Ext): 956-687-5566 FAX (A/C, No): 888-391-5660
E-MAIL ADDRESS: srlasergio@gmail.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	CNA-American Casualty Co Of Reading, PA	20427
INSURER B:	Hartford Underwriters Insurance Company	30104
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Millennium Engineer's Group, Inc
6804 N Gumwood
Pharr, TX 78577

CERTIFICATE NUMBER: REVISION NUMBER:

COVERAGES

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	2066374566.	11/22/2013	11/22/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	3000921289	07/02/2014	11/22/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	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			72-WEC GY 880	10/16/2013	10/16/2014	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is also Additional Insured and Waiver of Subrogation applies in this event.
Should any of the above described policies be cancelled before the expiration date a 30 day notice will be delivered.

CERTIFICATE HOLDER
Hidalgo County
2812 S. Business 281
Edinburg, Texas 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2014

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	CONTACT NAME: Timothy Esler
Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443-
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Millennium Engineers Group, Inc. 5804 N. Gumwood Pharr TX 78577

COVERAGES CERTIFICATE NUMBER: Master 13-14 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabiity			MCH288364872	12/12/2013	12/12/2014	Per Claim Limit	$1,000,000
							Annual Aggregate	$2,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy Esler/DEBBIE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2014

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	STATE FARM INSURANCE ROBERT ELIZALDE, AGENT StateFarm 5107 S MCCOLL RD EDINBURG, TX 78539
CONTACT NAME:	GARDENIA MARTINEZ
PHONE (A/C, No, Ext):	956-683-9800
FAX (A/C, No):	956-683-9810
E-MAIL ADDRESS:	GARDENIA.MARTINEZ.T66B@STATEFARM.COM
INSURED	MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR, TX 78577

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
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							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY							
	ANY AUTO			159 6811-A19-53K	01/19/2014	01/19/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB							
	OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB						AGGREGATE	$
	CLAIMS-MADE							$
	DED RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N						E.L. EACH ACCIDENT	$
	(Mandatory in NH) N/A						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

2000 FORD RANGER 1FTYR10D48PA62344
2008 FORD RANGER 1FTYR10D38PA92175
2010 FORD RANGER 1FTKR1AD0APA22160
2011 FORD RANGER 1FTKR1ADXBPA02368

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-46320 **Purchasing Department** **22. C. 3.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following requisition listed for operating expenditures exceeding $25,000:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Heavy Equipment CO 2006 & 2009	262949	Holt Truck Center	$132,150.73	Purchase of One (1) Dump Truck

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1336-431-00-122-030-0-742

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

BUDGETARY IMPACT:

Funding available through Req#262949 in the amount of $14,102.93 as of 9/4/14/ for Holt Truck Center.

FISCAL YEAR: 2014 **ACCT. #:** 4-1339-431-00-122-030-0-742

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

BUDGETARY IMPACT:

Funding available through Req#262949 in the amount of $118,047.80 as of 9/4/14 for Holt Truck Center.

Attachments

Req262949

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	09/04/2014 02:07 PM
Purchasing Department	Marty Salazar	09/04/2014 02:14 PM
Budget & Management	Debbie Tamez	09/04/2014 02:30 PM
Glinda Pacheco	Glinda Pacheco	09/04/2014 04:16 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Erika Zamora Started On: 09/03/2014

Final Approval Date: 09/05/2014

Requisition

Req # 00262949

PO #

Date: 09/04/14

Bill To: x
x

Vendor : 94366
BD HOLT CO
D/B/A HOLT TRUCK CENTER
P.O. BOX 911975
DALLAS TX 75391-1975
FAX (361)854-3367

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **ROQUE CAVAZOS**
956-787-1891

Contract No: **NJPA 060311-CAT**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		NJPA Contract#060311-CAT - PRECINCT 2 HEAVY EQUIPMENT CO 2006 & 2009 - PURCHASE OF 2014 CAT MODEL CT660 DUMP TRUCK -APPROVED BY CC ON 9/9/14 AI#		
1.00	EACH	NEW 2014 CAT MODEL CT660 DUMP TRUCK	132,132.88	132,132.88
1.00	EACH	SEE OPTIONAL ATTACHMENTS $28,834.46 SUBTOTAL $160,967.34 NJPA MEMBER DISCOUNT 23% + HOLT DISCOUNT 10.80% $54,406.96 MACHINE PRICE WITH DISCOUNT APPLIED $106,560.38 + FREIGHT $2,025.00 EMISSIONS CHARGE AND LABEL $8,000.00 16' MAVERICK OX DUMP BODY $15,565.35 TOTAL PER TRUCK $132,150.73	17.85	17.85
		Account No	Encumbrance	
		4-1336-431-00-122-030-0-742	14,102.93	
		4-1339-431-00-122-030-0-742	118,047.80	
			Freight	.00
			Total	132,150.73

Authorized By: _____

AI-46228 **Purchasing Department 22. D. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Comm. J Flores, HC Pct. #3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 3 Projects (on an as needed basis).

TOTAL SCORES	L&G Engineering	Raba-Kistner, Inc.	Izaguirre Engineering
Evaluator 1	99	94	86
Average	99	94	86
RANKING			

c. Authority for the Purchasing Department to negotiate a professional appraisal services agreement with the No. 1 ranked firm of _____ for geo-technical and construction material testing services (on call as needed basis) Pct. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Funds available as of 9/5/14.

Attachments

Scoring Grid-Geotech and Const Material Testing Services

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/29/2014 04:59 PM
Budget & Management	Debbie Tamez	09/02/2014 09:51 AM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rocio Villarreal Started On: 08/28/2014 02:56 PM

Final Approval Date: 09/05/2014

HIDALGO COUNTY PRECINCT NO 3

FOR

Geotechnical and Construction Material Testing Services (On Call and As Needed Basis)

Scoring & Evaluation GRID

Total Scores	L&G Engineering	Raba-Kistner, Inc.	Izaguirre Engineering
Evaluator 1	99	94	86
Average	99	94	86
RANKING			

Scoring & Evaluation was completed by Pct No 3

AI-46274 **Purchasing Department 22. E. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Martha L. Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Rescind action **(taken by CC 08/25/14-REG. AI-43131)** for approval of a professional engineering services agreement with **L&G ENGINEERING LABORATORY, LLC** d/b/a **L&G ENGINEERS, INC.** for the purposes of (on call) - "GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES" for projects located within HIDALGO COUNTY PRECINCT NO. 4;

b. Requesting approval of a professional engineering services agreement with **L&G CONSULTING ENGINEERS, INC**. d/b/a **L&G ENGINEERING** for the purposes of **(on call)-"GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"** for projects located within **HIDALGO COUNTY PRECINCT NO. 4.**

BACKGROUND

AI-43131-CC-08/26/14 - to rescind

Contract# C-14-330-09-09 - L&G Consulting Engineers, Inc. d/b/a L&G Engineering

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Attachments

CC mins 082514-AI-43131

Contract #C-14-330-09-09-L&G Cons Eng Inc dba L&G Engineering-Pct 4

legals approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/03/2014 11:58 AM
Budget & Management	Obdett Calzada	09/03/2014 02:07 PM
Glinda Pacheco	Glinda Pacheco	09/03/2014 04:19 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Letty Saenz Started On: 09/02/2014 11:58 AM

Final Approval Date: 09/05/2014

AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 25, 2014
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-46142** Discussion and consideration regarding the Hidalgo County Legislative Agenda for the upcoming 84th Legislative Session.

B. **AI-46048** Approval to appoint one (1) Representative and one (1) Alternate to the Amigos del Valle Board

C. **AI-46073** Discussion, consideration, and approval of Interlocal Agreement between the County of Hidalgo and the City of McAllen on the control of rabies within Hidalgo County.

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

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

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. **Hidalgo County**

1. **AI-46127** Request authority to publish a project specific advertisement for an RFQ (Request for Qualifications) to establish a "pool" of architects with extensive experience in the design, construction and related services of Judicial & Courthouse Facilities including the approval of the procurement packet.

2. **AI-46102** Requesting approval of Change Order No. 3 (in connection with approved CCD#6 8/12/14) in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $11,763.00 from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates, with authority for County Judge to execute document.

3. **AI-45933** Acceptance and approval of contract with the lowest responsible vendor meeting all specifications and requirements through a Request For Sealed Quotes for the provision of "Publications of Non-Statutory Legal Ads and/or Notices; with Gregg Byron Wendorf d/b/a Advance Publishing Company on an as needed basis.

4. **AI-44834** Acceptance and approval of contract with **Aim Media Texas Operating LLC d/b/a The Monitor** for the provision of **"Publications of Statutory Legal Ad's and/or Notices"** through the requisition and purchase order established protocol for as long as The Monitor continues as said **Sole Source Provider** as previously approved by CC on 02/18/14-AI#42940.

5. **AI-45634** Presentation of bids received (as detailed in tabulation sheet contained herein) and awarding to the responsible vendor (American Surveillance Company Inc.) submitting the lowest/best bid and meeting all specifications and/or requirements including the approval of contract for the Request for Bids titled: Hidalgo County-"Armored Car Services" through project No.: 2014-126-07-16-SMA.

C. **Pct. 4**

1. AI-46131 Requesting approval of a professional engineering services agreement with **L&G ENGINEERING LABORATORY, LLC** d/b/a **L&G ENGINEERS, INC.** for the purposes of **(ON CALL) - "GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"** for projects located within **HIDALGO COUNTY PRECINCT NO. 4.**

APPROVED

2. AI-45878 a. Acceptance of sole bid received from **Guerra Brothers Master Partnership** for RFB No. 2014-029-08-06-YZV "Sale or **Exchange** of Real Property" - Precinct 4 with value of $20,000.00 (County's value of 10,500)

b. Acceptance and approval of Order Confirming Sale or **Exchange** document with **Guerra Brothers Master Partnership** for RFB 2014-029-08-06-YZV "Sale or Exchange of Real Property" - Precinct 4

3. AI-46085 Requesting acceptance and approval of Application for Wastewater Service and Water Meter Installation Agreements with North Alamo Water Supply Corporation for Hidalgo County Precinct No. 4 -Sunflower Park with authority for County Judge to execute Service Agreements and applications.

D. **Sheriff's Office**

1. AI-45579 A. Pursuant to Texas Local Government Code 263.152 (2) The Hidalgo County Sheriff's Office is requesting to surplus for trade-in communication equipment listed in Exhibit A for discount on new communication equipment as stated in Contract No. 12-270-10-23, approved thru Commissioners' Court 10-23-2012.

B. Requesting approval and authorization to remove items listed on Exhibit A from the Hidalgo County inventory list.

2. AI-45810 A. Ratification of request by Dr. Marin Garza, MD (with notice of said request to HCSO 07-25-14) to designate Dr. John Lung, MD to cover "sick call" duties/responsibilities as required under current agreement for the provision of services from 07-30-14 through 08-12-14 (during an absence);

B. Action to formally terminate the current agreement with the late Dr. Gumaro Garza, MD (passing away 07-28-14);

C. Amendment to current agreement with Dr. Marin Garza, MD to reflect changes, including but not limited to, the following requirements, terms, conditions and retainer:

1 Amendment for a short term period to the present agreement not to exceed ninety (90) days (commencing 08-26-14 and ending November 23, 2014);

2. Amendment to include the minimum requirement of four (4) days per

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-14-330-09-09

THIS AGREEMENT is made effective the **9TH** day of **SEPTEMBER, 2014** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **L&G CONSULTING ENGINEERS INC.** d/b/a **L&G ENGINEERING** of Mercedes, a Texas Corporation ("Engineer").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects within **HIDALGO COUNTY PRECINCT No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees

to provide to County with the work described in Exhibit “B”, “Services to be performed by the Engineer”.

2. Term. This Agreement is for a period of **ONE (1) YEAR**, effective **SEPTEMBER 9, 2014,** and will expire **SEPTEMBER 8, 2015** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization”.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of

their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. 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 County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County'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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

13. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies

Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Expect 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Engineer:	L & G Consulting Engineers, Inc. d/b/a L&G Engineering Attn: Mr. Jacinto Garza, P.E./President 2100 West Expressway 83 Weslaco, Texas 78570

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 addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

29. 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 the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

30. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER: L&G CONSULTING ENGINEERS, INC.
d/b/a **L&G ENGINEERING**

By: _____

Printed Name Jacinto Garza

Title: P.E./President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____ , 2014.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

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/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18 , 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent'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, ***RFQ–2014-004-12-11-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. 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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Construction Materials & Geotechnical Testing Pool",***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11 , 2013**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY HOLIDAYS:

2014 YEAR	
New Year's Day	**01/01/14**
Martin Luther King Day	**01/20/14**
President's Day	**02/17/14**
Good Friday	**04/18/14**
Easter	**04/21/14**
Memorial Day	**05/26/14**
Independence Day	**07/04/14**
Labor Day	**09/01/14**
Veteran's Day	**11/11/14**
Thanksgiving Day	**11/27/14 and 11/28/14**
Christmas Day	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

17. ~~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 respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent 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.

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

29. The successful respondent 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.

30. Respondents shall provide with the qualification 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. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:
  - Response is Clear
  - Response is Well Organized
  - Easy to Evaluate
  - Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name:: _____

Department::_____

Firm/Participant:Name:_____

Evaluator:_____ Date:_____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					UDUCTS – COMP/OP GG	$
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 award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer’s request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

EXHIBIT "B"

Scope of Services

PROJECT: On Call-**Professional Geotechnical & Construction Materials Testing Services ("for all projects in general") within Hidalgo County Pct. No. 4**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 4** with **Geotechnical Engineering and Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering will provide **Hidalgo County Precinct No. 4** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 4.**

- Provide accurate and timely reports to **Hidalgo County Precinct No. 4** and all/other recipients as designated by the Precinct.

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 4.**
Soil samples will be removed from the sample apparatus during drilling operations. One of our Geologists or Engineering Technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and

- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;

- Re-grading the site or portions of the site after drilling activities are completed;

- Site safety meetings that may be required; or

- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and

- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

Engineering Services

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering is prepared to make a commitment to **Hidalgo County Precinct No. 4** materials testing needs. L&G Engineering makes every effort to respond to its Clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L&G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L&G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L&G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT C

-Engineer Contract Rates

EXHIBIT "C"
L&G ENGINEERING
CONSTRUCTION MATERIALS TESTING
LABORATORY RATES FOR FY 2014-2015

Soils Testing

		FY 2014	FY 2015
Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.40/Ea.	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$52.37/Ea.	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$52.58/Ea.	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$78.48/Ea.	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$65.49/Ea.	$66.47/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$65.49/Ea.	$66.47/Ea.
Lime Series Testing	Tex-112-E	$529.04/Ea.	$536.97/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$209.45/Ea.	$212.59/Ea.
Standard Proctor	ASTM D 698	$202.78/Ea.	$205.82/Ea.
Modified Proctor	ASTM D 1557	$209.36/Ea.	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$23.56/Ea.	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$85.12/Ea.	$86.40/Ea.
Soil-Lime Testing	Tex-121-E	$157.08/Ea.	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$95.22/Ea.	$96.65/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$58.85/Ea.	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$71.20/Ea.	$72.27/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$13.11/Ea.	$13.31/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$229.11/Ea.	$232.55/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$45.81/Ea.	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$71.91/Ea.	$72.99/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$556.21/Ea.	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$65.49/Ea.	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.05/Ea.	$13.25/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$71.91/Ea.	$72.99/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$78.49/Ea.	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$45.81/Ea.	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.71/Ea.	$15.95/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$85.12/Ea.	$86.40/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.51/Ea.	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.17/Ea.	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.68/Ea.	$15.92/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$11.83/Ea.	$12.00/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$32.74/Ea.	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.00/Ea.	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		**FY 2014**	**FY 2015**
Coring – ACP Thickness	ASTM D 3549	$65.49/Ea.	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$87.14/Ea.	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$71.96/Ea.	$73.04/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$229.04Ea.	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$39.27/Ea.	$39.86/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$85.12/Ea.	$86.40/Ea.

Pavement Investigation	**FY 2014**	**FY 2015**
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$490.72/Ea.	$498.08/Ea.

L&G Engineering provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$157.08/Hr.	$159.44/Hr.
	Engineering Specialist	$117.75/Hr.	$119.52/Hr.
	Technician (Soils)	$ 47.14/Hr.	$47.85/Hr.
	Technician (Concrete)	$ 60.18/Hr.	$61.08/Hr.
	Technician (Asphalt)	$ 60.18/Hr.	$61.08/Hr.

Engineering Review, Evaluation, Management & Administration	**FY 2014**	**FY 2015**
Test Report	$ 23.24/Ea.	$23.59/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage	.52/Mi.	.53/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT "C"
L&G ENGINEERING
GEOTECHNICAL ENGINEERING
LABORATORY RATES FOR FY 2014-2015

Geotechnical Field Services	**FY 2014**	**FY 2015**
Mobilization (Drill Rig and Crew)	$435.13/Day	$441.66/Day
Stand-By Time	$191.31/Hr.	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.47/Ea.	$5.55/Ea.
Soil Boring / Solid Stem	$30.62/Lf	$31.08/Lf
Soil Boring / Hollow Stem	$30.62/Lf	$31.08/Lf
Soil Boring / Mud Rotary	$30.62/Lf	$31.08/LF
Mileage (Logger-Soil Tech)	.52/Mi.	.53/Mi.
Support Truck	$1.63/Mi.	$1.65/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing	**FY 2014**	**FY 2015**
Moisture Content Determination	$10.40/Ea.	$10.45/Ea.
Determination of Liquid Limit of Soils	$52.37/Ea.	$53.16/Ea.
Determination of Plastic Limit of Soils	$52.50/Ea.	$53.29/Ea.
Atterberg Limits of Soils	$78.48/Ea.	$79.66/Ea.
Bar Linear Shrinkage of Soils	$65.49/Ea.	$66.47/Ea.
Sieve Analysis		
Through #200 Sieve	$76.52/Ea.	$77.67/Ea.
Finer #200 Sieve	$65.49/Ea.	$66.47/Ea.
Unit Dry Weight	$28.42/Ea.	$28.85/Ea.
Specific Gravity	$76.94/Ea.	$78.09/Ea.
Hydrometer Analysis – w/Sieve Analysis	$94.35/Ea.	$95.76/Ea.

Strength / Volume Change Laboratory Testing	**FY 2014**	**FY 2015**
Unconfined Compression-Soil Shelby Tube Specimen	$49.21/Ea.	$49.95/Ea.
Unconfined Compression-Rock Core Specimen	$52.48/Ea.	$53.27/Ea.
Swell Test-Pressure Method	$273.30/Ea.	$277.40/Ea.
Swell Test-Free Swell	$153.05/Ea.	$155.35/Ea.
Consolidation Test	$513.80/Ea.	$521.51/Ea.
Hydraulic Conductivity	$382.61/Ea.	$388.35/Ea.

Personnel and Expenses	**FY 2014**	**FY 2015**
Engineer (Principal)	$157.08/Hr.	$159.44/Hr.
Engineer (Staff)	$157.08/Hr.	$159.44/Hr.
E.I.T(Engineer in Training)	$117.75/Hr.	$119.52/Hr.
Engineering Specialist	$117.75/Hr.	$119.52/Hr.
Technician (Soils)(Logger	$47.14/Hr.	$47.85Hr.
Technician (CADD)	$60.18/Hr.	$61.08/Hr.
Admin./Clerical/Report Reproduction	$46.44/Hr.	$47.14/Hr.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Geo Technical and/or
Construction Material Testing Engineer Services
Agreement #C-14-330-09-09

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" 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".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _ _ _
Requisition Number _____ **(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**.

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 content and detail of this Work Authorization No. ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
L & G CONSULTING ENGINEERS, INC.
d/b/a **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

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.
TO AGREEMENT FOR PROFESSIONAL
"GEO TECHNICAL and **CONSTRUCTION MATERIAL TESTING SERVICES"**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 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 the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

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 _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2014

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	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	20508
INSURER B : Continental Casualty Insurance Co.	20443
INSURER C : Gemini Insurance Co.	10833
INSURER D : Texas Mutual Insurance Company	22945
INSURER E :	
INSURER F :	

INSURED

L&G Consulting Engineers, Inc.
dba L&G Engineering
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	07/19/2014	07/19/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2014	07/19/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	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		TSF0001273119	07/23/2014	07/23/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	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)

HIdalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

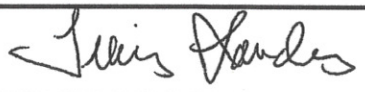
CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2014

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 RUBY CASAS INSURANCE AGENCY 702 N Closner Blvd Edinburg, TX 78541	CONTACT NAME: PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246 E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURED L&G CONSULTING ENGINEERS, INC DBA L&G ENGINEERING 2100 W EXPRESSWAY 83 MERCEDES TX 78570	INSURER B: FARMERS INSURANCE EXCHANGE	21652
	INSURER C: MID CENTURY INSURANCE COMPANY	21687
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	Y	Y	605850941	07/19/2014	07/19/2015	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve Contract # C-14-330-09-09 - L &G Consulting Engineers Inc. d/b/a L&G Engineers - (on call) Geo Tech & CMT Services-Pct 4

From : Steve Crain <scrain@atlashall.com> Tue, Sep 02, 2014 12:11 PM

Subject : RE: Review & Approve Contract # C-14-330-09-09 - L &G Consulting Engineers Inc. d/b/a L&G Engineers - (on call) Geo Tech & CMT Services-Pct 4

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, September 02, 2014 11:34 AM
To: Steve Crain; Marynel Trevino
Cc: Martha Salazar; Darlene H. Betancourt
Subject: Review & Approve Contract # C-14-330-09-09 - L &G Consulting Engineers Inc. d/b/a L&G Engineers - (on call) Geo Tech & CMT Services-Pct 4

Good morning, Mr. Crain-

Please review and approve as to form (attached hereto) agreement # **C-14-330-09-09** with **L &G Consulting Engineers, Inc.** d/b/a **L&G Engineers** for the purposes of **"on call"** Professional Engineering Services for: **Geo Technical & Construction Material Testing** for projects within **Precinct 4.**

*****Note: will be placing on the next CC agenda of 09/09/14 for final approval.**

Please advise.

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...

AI-46108 **Purchasing Department 22. E. 2.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Comm. J Palacios, HC Pct. #4 Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of vendor submitting the lowest and best bid received (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for the purpose of award and approval of contract for the project titled: Request for Bid-Hidalgo County Precinct 4- Pit Run Caliche Base" with project No. 2014-2014-17-08-20-SGS.

BACKGROUND

1. Contract will commence on November 18, 2014
2. Contract document was reviewed and approved by Legal Counsel as to form.
3. Project will be on an "As Needed Basis" - Recommended lowest bidder- Frontera Materials, Inc.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Precinct 4 - $1,727.86 as of 09/5/14
On an as needed basis

Attachments

Recommendation, tab , participation & contract etc.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/29/2014 04:52 PM
Budget & Management	Debbie Tamez	09/02/2014 10:56 AM
Manuel Chapa	Manuel Chapa	09/05/2014 09:21 AM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Sandy Suarez Started On: 08/21/2014 09:17 AM

Final Approval Date: 09/05/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Commissioner Joseph Palacios,
Hidalgo County Precinct No. 4

ATTN: Marcos Lopez, Chief Administrator,
Gloria Beltran, Executive Assistant
Veronica Lopez, Budget Analysis II

vía email: marcos.lopez@co.hidalgo.tx.us
vía email: gloria.beltran@co.hidalgo.tx.us
vía email: verónica.lopez@co.hidalgo.tx.us

CC:

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: August 21, 2014

RE: **Memorandum of Recommendation/Concurrence regarding.**
RFB No.: -2014-287-08-20-SGS-Hidalgo County Precinct No. 4- "Pit Run Caliche Base"

We have received **Two (2) responses** to the above reference project. Enclosed you will find a copy of the tabulation sheet along with Exhibit "B"- Bid page for your review and Recommendation/Concurrence.

We would like to present your Recommendation/Concurrence to Commissioner's Count; therefore, we need your response by no later than **August 28, 2014 @ 10:00 a.m.** to be able to present it to Commissioner's Court

Please indicate your Recommendation/Concurrence and/or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION/CONCURRENCE (Basis) (e.g. lowest bidder, met specification/requirements etc)
1. Frontera Materials Inc	Low Bidder.
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 4-1200-431-00-124-007-0-673

	Roman Rodriguez	Road & Bridge Dept.	8/22/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4

BID OPENING DATE: 08/20/14	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "PIT RUN CALICHE BASE "

BID NO: 2014-287-08-20-SGS	**BUYER: SANDY SUAREZ**

	Company	**Pit Location**		**Unit /Total Price Per Ton**
1	Frontera	490 PIT	4.5 mi W. of US 281 on 490 (FOB Pit)	**2.50**
2	Roy's Hauling Service	RHS – BIG FIVE PIT	4 mi N of FM 1925, off Big Five Rd. Edinburg, TX.	**2.75**
		RHS- LINN/SAN MANUEL PIT	1/2 mi W. of FM 3250, off Shelly Lorie Rd. Linn/San Manuel	**2.75**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: August 20, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO. 4–PIT RUN CALICHE BASE"
BID NO: 2014-287-08-20-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. **Roy's Hauling Services, Inc.** Attn: Roy Balderas Jr. or Christina	E-mail	Sandy Suarez	08/04/14	P.O. Box 1896 Edinburg, TX. 78540 P# 956-383-2206 F# 956-383-2569 royshaulinginc@aol.com
2. **Frontera Materials** Attn: Barry Ehlinger	E-mail	Sandy Suarez	08/04/14	P.O. Box 1917 Weslaco, TX, 78596 P# 956-316-8952 C# 607-5965 barry@fmitex.com
3. **Valley Caliche Products** Attn: Mark Motheral	E-mail	Sandy Suarez	08/04/14	P.O. Box 1086 Mission, TX 78573 P# 956-581-2751 F#956-585-6844 valleycaliche@aol.com
4 **Upper Valley Materials** Attn: Steve Boyd	E-mail	Sandy Suarez	08/04/14	7301 W. Exp 83 Mission, TX 78572 P# 956-580-2502 F# 956- 585-8675 sboyd@capatexas.com
5. **Prime-Vendor, Inc** Attn: Erika Russ	E-mail	Sandy Suarez	08/04/14	4622 Cedar Avenue, Suite 123 Wilmington, N.C. 28403-4429 P#: 800 746-9554 F#: 800 746-8307 bids17@prime-vendor.com
6. **Virtual Builders Exchange** Attn: Lorri Chambers	E-mail	Sandy Suarez	08/04/14	4047 Naco Perrin, Ste. 100 San Antonio, TX. 78217 P#210-564-6900 F#210-564-6930 lorri@virtualbx.com
7. **IOC Company, LLC** Attn: Lydia Rodriguez	E-mail	Sandy Suarez	08/04/14	9312 E. Curve Rd. Edinburg, TX. 78542 P# 956-380-2897 F#956-380-4085 C# 956-227-1494 lrodriguez@ioccompany.com
8. RAM RGV, INC Attn: Raul Garcia	E-mail	Sandy Suarez	08/04/14	515 Pableto Road Sullivan City, TX. 956-222-5013 Raugar10@ymail.com

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: contract # C-14-287-09-09-Frontera Materials Inc.-Pct 4 (on call) Pit Run Caliche Base for Pct 4 projects

From : Steve Crain <scrain@atlashall.com> Thu, Aug 28, 2014 03:26 PM

Subject : RE: contract # C-14-287-09-09-Frontera Materials Inc.-Pct 4 (on call) Pit Run Caliche Base for Pct 4 projects

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, August 28, 2014 3:09 PM
To: Steve Crain; Marynel Trevino
Cc: Sandra Suarez
Subject: Re: contract # C-14-287-09-09-Frontera Materials Inc.-Pct 4 (on call) Pit Run Caliche Base for Pct 4 projects

Mr. Crain-

Please review and approve as to form with updated insurance certificate that expires on 09/12/15 for Frontera Materials Inc.

Please advise.

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...😀

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, August 28, 2014 12:27:47 PM

REQUIREMENTS AGREEMENT
C-14-287-09-09

THIS AGREEMENT (the "Agreement") is entered into effective as of the **9th** day of **September, 2014** by and between **Frontera Materials Inc.** ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** 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 **November 18, 2014** and expire on **November 17**, **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

If to Seller: Frontera Materials, Inc.
Attention: Barry M. Ehlinger, Manager
P. O. Box 1449
Elsa, Texas 78543

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 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:
FRONTERA MATERIALS, INC.

By:_____
Printed Name: Barry M. Ehlinger
Title: Manager

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August 04, 2014

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 4**
Request for Bids -**"PIT RUN CALICHE BASE"**
Bid No: 2014-287-08-20-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY PRECINCT NO. 4

"PIT RUN CALICHE BASE"

RFB NO: 2014-287-08-20-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

August 04, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

"PIT RUN CALICHE BASE"

RFB No.: 2014-287-08-20-SGS

Bid No: 2014-287-08-20-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:
AUGUST 20, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-PIT RUN CALICHE BASE** "in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2014-287-08-20-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, AUGUST 20, 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.: 2014-287-08-20-SGS- HIDALGO COUNTY PRECINCT NO. 4- PIT RUN CALICHE BASE".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4 –PIT RUN CALICHE BASE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 4
Veronica Lopez, Budget Analysis II
1051 N. Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. **Schedule of Events:**

Bid Opening, 9:30 AM	**AUGUST 20, 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.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who

desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For
HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2014-287-08-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 4

"PIT RUN CALICHE BASE"

Bid No. 2014-287-08-20-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

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.**

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, AUGUST 13, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, AUGUST 15, 2014 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2014-287-08-20-SGS

BID PAGE

Thoroughly fill in each section of the Bid Page (Exhibit "B").

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche Base will be on an **"As Needed Basis"** only

NIGP Commodity Code: 750-14

	BUSINESS NAME	PIT LOCATION	PRICE PER TON
1			$
2			$
3			$
4			$

TERM: The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term, under the same price, terms, and conditions. Prices must remain firm during the contract period.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____/_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
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.	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

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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:
☐ 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) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. 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, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2014-287-08-20-SGS

BID PAGE

Thoroughly fill in each section of the Bid Page (Exhibit "B").

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche Base will be on an **"As Needed Basis"** only

NIGP Commodity Code: 750-14

	BUSINESS NAME	PIT LOCATION	PRICE PER TON
1	Frontera Materials	490 Pit. 4.5 miles W of US 281 on FM 490	$ 2.50 FOB PIT
2			$
3			$
4			$

TERM: The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term, under the same price, terms, and conditions. Prices must remain firm during the contract period.

BIDDER/COMPANY NAME: Frontera Materials, INC
ADDRESS: PO Box 1449
CITY/STATE/ZIP CODE: Elsa TX 78543
PHONE & FAX NUMBER: 316-8954, 316-8905 FAX
E-MAIL ADDRESS: barry@fmitex.com
CELLULAR NUMBER: 956-607-5965
AUTHORIZED SIGNATURE: Barry M Ehlinger
PRINTED NAME: Barry M Ehlinger
TITLE: Materials Mgr.
DATE: 8/19/2014

(Must be submitted with Bid Packet)

OPENED
8/20/14
9:40am
Witnessed

★ PRICE IS F.O.B. 490 Pit.
NO Delivery!

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2014

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
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 : The Phoenix Insurance Company	
INSURER B : Travelers Casualty Ins. Co. of	
INSURER C : The Travelers Indemnity Company	
INSURER D : The Standard Fire Ins. Co.	
INSURER E :	
INSURER F :	

INSURED
Frontera Materials, Inc.
P O Box 1449
Elsa TX 78543-1449

COVERAGES **CERTIFICATE NUMBER:** 2014-2015 **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			Y-660-1C405755-PHX-14	9/1/2014	9/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA-5D227668-14-CAG	9/1/2014	9/1/2015	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			YSM-CUP-1C405687-TCT-14	9/1/2014	9/1/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		YCUB-1C40567-5-14	9/1/2014	9/1/2015	[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
Hidalgo County
100 N Closner Blvd
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert R Garza/CO

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AI-46283 **Purchasing Department** **22. F. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Cmdr. D. Munoz, HC-HIDTA **Submitted By:** Rudy Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(A); items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

B. Approval of a "Sole Source Declaration" for Snap Trends Inc. for the provision of Authorized Access & Use of Web-based Social Media Monitoring Solution and other related, present and future services to be used by Hidalgo County HIDTA, Sheriff's Department, and all other County Agencies (all funding sources) with said declaration to remain in effect while access authorization is in place or until revoked by HCCC;

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase Authorized Access & Use of Web-based Social Media Monitoring Solution related services offered only from Snap Trends Inc. and to declare as a sole source herein.

BACKGROUND

A. In addition, requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(2); an item necessary to preserve or protect the public health or safety of the residents of the county;

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1252-412-00-270-012-0-342

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

BUDGETARY IMPACT:

Amount available for requisition# 261475 as of 9-5-14 $2,900.00 for SNAP TRENDS, INC.

Attachments

Snap Trends

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	09/03/2014 09:07 AM
Purchasing Department	Marty Salazar	09/03/2014 12:14 PM
Budget & Management	Obdett Calzada	09/03/2014 02:11 PM
Manuel Chapa	Manuel Chapa	09/05/2014 10:43 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rudy Salinas Started On: 09/02/2014 03:01 PM

Final Approval Date: 09/05/2014

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: September 2, 2014

Subject: "Sole Source Declaration" – Snap Trends Inc.

The Hidalgo County Sheriff's Department currently utilitizes services from Snap Trends Inc. and is now being requested by the HIDTA Department.

The specific service needed by the Hidalgo County HIDTA Department is only available through one source – Snap Trends Inc. HIDTA has found it necessary to be more effective in preventing, identifying, responding to and investigating crimes, threats and emergencies; it must utilize Snap Trend's online, social media monitoring software. It will provide them with real-time intelligence within a specific geography.

Therefore, the purchase of access authorization from "Snap Trends Inc. " is required so as to continue the efforts started by the Sheriff's Department and now by the HIDTA Department. The valuable online resource that Snap Trends represents, will assist both Hidalgo County's law enforcement departments with maintaining public safety.

This sole source declaration will remain in effect unless revoked by Hidalgo County Commissioners Court.

Requisition

Req # 00261475

PO #

Date: 08/06/14

Bill To: x
x

Vendor : 418978
SNAP TRENDS, INC.
8601 RANCH ROAD 2222
BUILDING 2, SUITE 150
AUSTIN TX 78730
FAX (512)233-0583

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:
179

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	"ANNUAL SINGLE-USER ACCESS AUTHORIZATION FOR ON-LINE SOCIAL MEDIA MONITORING SOLUTION, COMMENCING FROM DATE OF PURCHASE ORDER.	2,900.00	2,900.00
		Account No	Encumbrance	
		4-1252-412-00-270-012-0-342	2,900.00	
			Freight	.00
			Total	2,900.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Erin Swider a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Erin Swider. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Snap Trends.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Location-based social intelligence software.
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature

SWORN AND SUBSCRIBED TO under oath before me on 14th day of August, 2014.

PRESTON EARL JONES
My Commission Expires
January 31, 2018

NOTARY PUBLIC

Preston Jones
PRINTED NAME

1-31-18
MY COMMISSION EXPIRES

COMPANY NAME: Snap Trends, Inc.
ADDRESS, CITY, STATE & ZIP CODE: 8601 Ranch Road 2222, Bldg. 2, Suite 150 Austin, TX 78730
PHONE: 512-716-8411 NUMBER: 512-233-0583
CONTACT NAME AND TITLE: Erin Swider, Controller
WEB ADDRESS: www.snaptrends.com EMAIL: eswider@snaptrends.com
FEDERAL TAX ID NUMBER: 45-5503991 TEXAS SALES TAX NUMBER: 3-20483-1387-1

SNAP TRENDS

06/20/2014

Chris Yates, Assistant Commander
Hidalgo County HIDTA
P.O. Box 5719
McAllen, TX 78502-5719

RE: Sole Source Vendor

Mr. Yates:

Snap Trends, Inc. is the sole and exclusive software developer for the Snap Trends Social Intelligence System. Snap Trends developed its software intelligence system to serve public safety organization and national intelligence agencies in the United States. Snap Trends' patent pending geocentric social media listening software system aggregates a significantly higher volume of open social network post for any fixed geo-fenced location, making it the leader in the geo-fenced social listening market worldwide. The Snap Trends system uses advance algorithms and processes to procure this high density social data footprint.

Snap Trends is offered as a Software-as-a-Service ("SAAS") subscription based product. Because Snap Trends is a cloud-based solution hosted by Snap Trends computer servers, Hidalgo County HIDTA can access our product without integration into any other software or hardware systems. There is no other software company that currently offers a solution that provides capabilities like those contained in the Snap Trends system. There are no authorized dealers or resellers of Snap Trends to the local law enforcement industry. Because the Snap Trends system contains proprietary patent pending technology and trade secrets embodied in the source code, Snap Trends sells direct to local law enforcement and ISD PD clients.

Should you have questions regarding the Snap Trends system or this letter, please feel free to contact me directly at 512.716.8410 or via email at rbeasley@snaptrends.com. We look forward to working with Hidalgo County HIDTA.

Kind regards,

Robert Beasley
SVP Sales & Marketing

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

Re: Hidalgo City HIDTA

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Aug 22, 2014 05:07 PM
Subject : Re: Hidalgo City HIDTA 1 attachment
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Proceed with Sole Source Declaration.
Marty

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, August 22, 2014 4:58:11 PM
Subject: Fwd: Hidalgo City HIDTA

Ms. Marti, sorry...I should have directed this to you.

Rudy Salinas
Purchase Order Specialist III
Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
Cc: "Sonya Lopez" <slopez@hidtataskforce.us>, "nelda olivarez" <nelda.olivarez@co.hidalgo.tx.us>
Sent: Friday, August 22, 2014 4:51:11 PM
Subject: Fwd: Hidalgo City HIDTA

Based on the research I conducted, I found only one other source (Geofeedia) that comes close to the software description of that from Snap Trends Inc. However, because of the following email from the CEO, Eric Klasson, regarding the unique features, capabilities, and patent information from Snap Trends...I recommend that we proceed with a Sole Source declaration pending C.C. approval.

Rudy Salinas
Purchase Order Specialist III
Phone: 292-7000 Ext: 4875

From: "Eric Klasson" <eklasson@snaptrends.com>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Erwin Almonte" <ealmonte@snaptrends.com>
Sent: Friday, August 22, 2014 4:02:48 PM
Subject: Hidalgo City HIDTA

Mr. Salinas:

Thank you for your time today. As agreed, I am providing you with the following information relating

to the Snap Trends Social Intelligence System:

The Snap Trends Difference: Snap Trends competitive advantage is two-fold. First, the Snap Trends system collects more open source social media content in a geo-fenced area than other social media listening technologies. Second, Snap Trends generates more automated intelligence / analytical reports and community insights than other competing technologies. This allows public safety agencies to quickly and effectively respond to threats to citizens and community interests and investigate crimes using Snap Trends forensic capabilities.

Snap Trends Patent Assets: Snap Trends has made 13 patent asset filings with the United States Patent and Trademark Office ("USPTO") and The Patent Cooperation Treaty ("PCT"). These patent applications are the driving force behind the many proprietary processes, techniques and algorithms used by the Snap Trends system to collect, analyze and visualize open source social media data. In August 2014, Snap Trends received written notification from the USPTO that the first of its patent applications had been allowed. The USPTO is now in the process of issuing a patent to Snap Trends relating to that patent application.

If you have questions regarding the above matters, please feel free to contact me at any time.

Kind regards,

Eric C. Klasson | Chairman & CEO
Snap Trends, Inc.
8601 RR 2222, Building II, Suite 150
Austin, Texas 78730
email: eklasson@snaptrends.com
mobile phone: 512-784-9649
SNAPTRENDS

SNAPTRENDS **image001.png**
4 KB

AI-46349 **Purchasing Department 22. G. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise its option to terminate (under Paragraph 1.4-Termination) as stated in the current lease agreement with Aguilera Properties, LLC, for "Lease of Office Space-City of Las Milpas," by providing/forwarding a Sixty (60) Day written notice of termination as requested by WIC Program Director.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-441

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

BUDGETARY IMPACT:

Approval... to terminate (paragraph 1.4)

Account available balance as of 9-5-14 $6,935.00

Attachments

Agreement

Request Email From WIC Program

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/05/2014 01:24 PM
Budget & Management	Debbie Tamez	09/05/2014 02:38 PM
Manuel Chapa	Manuel Chapa	09/05/2014 04:14 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rocio Villarreal Started On: 09/04/2014 04:13 PM

Final Approval Date: 09/05/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-12-124-10-16

THIS LEASE is made and entered into by and between Aguilera Properties, LLC, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence effective hundred twenty (120) days after the execution of contract or completion of construction, whichever occur first, for a period of five (5) years, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the

unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination

party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Five Thousand Four Hundred Dollars ($5,400.00) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 805 N. Cage Suite R, Pharr, TX 78577 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the

Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations,

additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor

immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but

not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right

of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of

the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Aguilera Properties, LLC
Juan A. Aguilera, Managing Partner
805 N. Cage Suite R
Pharr, Texas 78577

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and

supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of October 16, 2012.

HIDALGO COUNTY

By: Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10/16/12

VENDOR'S NAME

By:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

ATTEST:

By: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT I:

The South 330.0 feet of the West 660.0 feet of Lot 340, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT ALL OF AGUILERA MEDICAL PLAZA SUBDIVISION NO. 4, PHASE 1, an Addition to the city of Pharr, Hidalgo County, Texas, as recorded under Clerk's File No. 2060564, Map Records, Hidalgo County, Texas

TRACT II:

ALL OF AGUILERA MEDICAL PLAZA SUBDIVISION NO. 4, PHASE 1, an Addition to the City of Pharr, Hidalgo County, Texas, as recorded under Clerk's file No. 2069564, Map Records, Hidalgo County, Texas.

EXHIBIT "B"
REQUEST FOR BID (RFB) &
BID PAGE

PURCHASING DEPARTMENT
County Of Hidalgo

July 16, 2012

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"LEASE OF OFFICE SPACE IN LAS MILPAS -WIC CLINIC"**
Bid No: 2012-124-08-08-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"LEASE OF OFFICE SPACE IN LAS MILPAS-WIC CLINIC"
Bid No: 2012-124-08-08-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 4 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Certification Regarding Debarment, consisting of 1 page.**
9. **Draft Lease Agreement consisting of 21 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 16, 2012
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space Las Milpas-WIC Clinic"
BID NO. 2012-124-08-08-MEG

BID OPENING DATE:
August 08, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM- "Lease Office Space- LAS MILPAS-WIC CLINIC"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB No. 2012-124-08-08-MEG- HIDALGO COUNTY WIC PROGRAM- "Lease Office Space- LAS MILPAS-WIC CLINIC"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, AUGUST 08, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No. 2012-124-08-08-MEG- HIDALGO COUNTY WIC PROGRAM- "Lease Office Space- LAS MILPAS-WIC CLINIC".

   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 WIC PROGRAM- "Lease Office Space- LAS MILPAS-WIC CLINIC"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Margarita Gonzalez
3105 W. University
Edinburg, TX 78539
(956) -381-4646

17. Schedule of Events

Bid Opening, 9:30 A.M.	**AUGUST 08, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items

found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY WIC PROGRAM-
"Lease Office Space- LAS MILPAS-WIC CLINIC"
RFB No. 2012-124-08-08-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space Las Milpas-WIC Clinic"
BID NO. 2012-124-08-08-MEG

SCOPE OF WORK

Hidalgo County is seeking bidders to establish a contract for "Lease of Office Space in the City of Las Milpas." The proposed building should in good habitable condition and shall consist as follows:

SPECIFICATIONS:

Proposed office space should be located within the following Parameter **Las Milpas.** Said Office space shall have the designated rooms or areas for conducting WIC functions:

- Waiting Area
- Nutrition Education Classroom
- Computer Area
- Lab Lactation Room
- File Room
- Reception Area
- Counseling Room
- Screening Room
- Lounge Area
- Two (2) Storage Rooms

1. The proposed office building shall consist of a **minimum of 3,000 square feet to a maximum of 5, 000 square feet** of available commercial or ceramic tile floor space to perform WIC services.

2. Building must be well insulated with an ERA rating of minimum of eleven (11).

3. **Bidder shall charge by the square foot for the rental of space on a monthly basis.** The bid should reflect the actual square feet of the building being proposed.

4. The proposed bid premises will comply with all federal, state and local laws, ordinance and codes at the time of occupancy (examples: fire extinguisher, ADA).

5. The building must meet all American with Disabilities Act (ADA) accessibility requirements for all entrances, restrooms (men and women) and shall be fully handicap accessible for all parking areas.

6. Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.

7. Parking spaces for both regular and handicapped needs shall conform to local municipal ordinances and state law with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking

8. Bid premises shall have electricity, water, sewer central air and heating of the entire building and includes garbage pickup.

9. Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, air filters, painting, keeping building free mold at all times and central air and cooling maintenance.

10. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and

regulations.

11. Building shall be safe from rodents and insects prior to occupancy by Hidalgo County – WIC Program Staff. It will be the Lessor's responsibility for the expense of the pest control services throughout the term of this contract.

12. Lessor must provide documented proof that the building is asbestos free.

13. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

14. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of the awarding of the bid.

15. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work will be made by Lessor and the Lessor's cost and work must be completed ninety (90) days from the date of contract/lease award and execution of the contract/lease or the award will become void/null.

16. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County.

REQUIREMENTS:
The awarded bidder shall adhere to the following insurance requirements.

1. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster. Bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements (Exhibit "C").

2. Property insurance policy shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

3. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

5. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract.

6. Building shall be in good working condition throughout the term of the contract.

7. Lessor must provide the legal description of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

8. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project, must provide the following:

   a) Property ID number and/or Geographic ID number
   b) Legal Description as listed in your local Hidalgo County District for proposed property.

TERM AND CONDITIONS:

1. The initial term of the contract/lease shall be for a period of five (5) years with option to renew one (1) additional one (1) year terms under same rates, terms and conditions. During initial lease term and any renewals or extensions permitted herein, contract will have a sixty (60) day termination/cancellation clause.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. If a new building is to be constructed, there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. All cost and expenses associated with the preparation and submission of bids proposals and/or quotes shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery and acceptance of products and/or performance of service ordered, or
   (c) Terminated by County with sixty (60) day written notice prior to cancellation.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

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 South 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 Monday JULY 30, 2012.** Responses to said inquiries will be sent to applicants via facsimile by no later than, **Friday, AUGUST 03, 2012.**

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

Initial five (5) years term with an additional two (2) year-renewal:

Bid Price per Square Foot: $ _____

Total Monthly Bid Price: $ _____

Total Square Feet on Proposed Office Building: _____

Physical Location of Proposed Building: _____

_____

Property Id #: (Local Appraisal District Info.) _____

Legal Description of Property: _____

_____

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"
Insurance Requirements

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.

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.

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

VENDORS APPLICATION
& W-9 FORM

HIDALGO COUNTY WIC PROGRAM
REQUEST FOR BID

"Lease of Office Space in Las Milpas-WIC Clinic"

RFB: 2012-124-08-08-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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

Hidalgo County WIC Program
REQUEST FOR BIDS
"Lease of Office Space in Las Milpas-WIC Clinic"

BID No. 2012-124-08-08-MEG

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.

HIDALGO COUNTY WIC PROGRAM
"LEASE of SPACE in LAS MILPAS- WIC CLINIC"
BID NO.: 2012-124-08-08-MEG

Initial five (5) years term with an additional two (2) year-renewal:

OPENED 9:49 7-8-12 Witnessed

Bid Price per Square Foot: $ #1.20

Total Monthly Bid Price: $ $ 5,400.00

Total Square Feet on Proposed Office Building: 4,500

Physical Location of Proposed Building: 125 San Milpas Rd Las Milpas, TX.

Property Id #: (Local Appraisal District Info.) 283042

Legal Description of Property: Aguilera Medical Plaza #4 PH 1 LOT 1

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Aguilera Properties LLC

ADDRESS: 805 N. Cage Suite R

CITY/STATE/ZIP CODE: Pharr TX 78577

PHONE NUMBER: (956) 369-5597

E-MAIL ADDRESS: JuanAguileraCa Me. com

CELLULAR NUMBERS: 956 369 5597

FAX NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME: JUAN A. AGUILERA

TITLE: Managing Partner

DATE: 7/17/12

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2012

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
RICK VILLARREAL INS AGENCY
2116 W University Dr
Edinburg, TX 78539

CONTACT NAME: Julie Villarreal
PHONE (A/C, No, Ext): (956) 383-7001 FAX (A/C, No): (956) 383-7009
E-MAIL ADDRESS: rrvi@sbcglobal.net

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Truck Insurance Exchange	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Aguilera Properties, LLC

807 Cage Blvd
Pharr, TX 78577
956-534-6529

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		604785955	12/17/2011	12/17/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
	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

Hidalgo County
2802 S Business Hwy 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INSURANCE BINDER

DATE(MM/DD/YYYY): 8/14/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY	COMPANY	BINDER #
RICK VILLARREAL INS AGENCY 2116 W University Dr Edinburg, TX 78539	Truckk Insurance Exchange	

EFFECTIVE DATE	EFFECTIVE TIME		EXPIRATION DATE	EXPIRATION TIME	
12/17/2011	12:01	X AM / PM	12/17/2012	X 12:01 AM / NOON	

PHONE (A/C, No, Ext): (956) 383-7001 | FAX (A/C, No): (956) 383-7009

CODE: | SUB CODE:

AGENCY CUSTOMER ID:

INSURED: Aguilera Properties, LLC

807 Cage Blvd
Pharr, TX 78577
956-534-6529

[X] THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY
PER EXPIRING POLICY #: 60478-59-55

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

125 E Las Milpas
Pharr, Texas 78577

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS%	LIMITS AMOUNT
PROPERTY — CAUSES OF LOSS: [X] BASIC [ ] BROAD [X] SPEC	Fire, EC, VMM & Theft	2500	100	1,167,000
GENERAL LIABILITY: [X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS MADE [X] OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		$ 2,000,000
		DAMAGE TO RENTED PREMISES		$ 100,000
		MED EXP (Any one person)		$ 5,000
		PERSONAL & ADV INJURY		$ 2,000,000
		GENERAL AGGREGATE		$ 4,000,000
		PRODUCTS - COMP/OP AGG		$ 2,000,000
VEHICLE LIABILITY: [ ] ANY AUTO; [ ] ALL OWNED AUTOS; [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS; [ ] NON-OWNED AUTOS		COMBINED SINGLE LIMIT		$
		BODILY INJURY (Per person)		$
		BODILY INJURY (Per accident)		$
		PROPERTY DAMAGE		$
		MEDICAL PAYMENTS		$
		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
VEHICLE PHYSICAL DAMAGE — DED: [ ] COLLISION: [ ] OTHER THAN COL:	[ ] ALL VEHICLES [ ] SCHEDULED VEHICLES	[ ] ACTUAL CASH VALUE; [ ] STATED AMOUNT		$
GARAGE LIABILITY: [ ] ANY AUTO		AUTO ONLY - EA ACCIDENT		$
		OTHER THAN AUTO ONLY: EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY: [ ] UMBRELLA FORM; [ ] OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		$
		AGGREGATE		$
		SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		[ ] WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

NAME & ADDRESS

Hidalgo County
2802 S Business Hwy 281
Edinburg, Texas 78539

[ ] MORTGAGEE [X] ADDITIONAL INSURED
[ ] LOSS PAYEE

LOAN#

AUTHORIZED REPRESENTATIVE

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SPECIAL MEETING - OCTOBER 16, 2012

IBERED, that on this 16th day of October A.D., 2012, there was begun and held a SPECIAL MEETING of the ommissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present,

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE JOEL QUINTANILLA	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 16, 2012
9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Member, 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.

Error generating Minutes PDF. Error Executing Database Query.

1. **Roll Call**
   All members of the Court were counted present, with the exception of Commissioner Quintanilla and Commissioner Flores. Commissioner Quintanilla and Commissioner Flores joined the meeting shortly after commencement.

2. **Pledge of Allegiance**

   Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**
   Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**
   The Court moved to approve the Consent Agenda.

5. **County Judge's Office:**

   A. Update, discussion and possible action on the 2010 Census Count Question Resolution (CQR)Program and possible litigation.

   Mr. Rios and Mr. Garza provided the Court an update on the 2012 Census undercount.

   B. Discussion on TxDot County Assistance Program Allocation for Fiscal Year 2013 and approve the division of salvaged material per precinct.

Vote: 4 - 0 - Unanimously

2. a. Requesting approval of exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(7) - 'an item that can only be obtained from only one source';

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve the exemption.

Vote: 4 - 0 - Unanimously

b. Approval of a "Sole Source Declaration" with 3M Cogent, Inc. and authority for Hidalgo County to purchase the following items: SA-4, SA-4ii and MiY for the finger print readers that outfit the time clocks through the following requisition #224707 with said sole source designation remaining in effect as long as Hidalgo County "user departments"such as the (IT) Information Technologies Department possess and utilize the product(s) and/or services.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

H. **WIC**

1. Presentation of sole responsible vendor, Aguilera Properties, LLC. (as detailed in tabulation sheet contained herein) submitting the lowest and best bid meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled : Hidalgo County WIC Program- "Lease of Office Space-Las Milpas-WIC Clinic" through bid project No. 2012-124-08-08-MEG.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Requesting approval of Amendment No. 1 to Lease Agreement C-12-054-06-26 between Hidalgo County and Miguel L. Barboza Jr., for "Lease of Office Space in the City of Alton where the Lessee desires to lease an additional nine-hundred (900) feet of the real property. Resulting in an increase of eight-hundred ten dollars ($810.00) per month.

60 Day Written Notice to Aguilera Properties LLC- Las Milpas WIC

From : Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us> Wed, Sep 03, 2014 10:36 AM

Subject : 60 Day Written Notice to Aguilera Properties LLC- Las Milpas WIC

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>, norma.longoria <norma.longoria@wic.co.hidalgo.tx.us>

Rocio,

The Hidalgo County WIC Program would like to request a 60 day written notice to terminate
the lease with Aguilera Properties LLC. for the Las Milpas WIC Clinic. Due to budget constraints.

Margarita Gonzalez
Accountant IV
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

AI-46345 **Purchasing Department 22. G. 2.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: N. Longoria, Dir. HCWIC Prog. **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of invoices from Verizon Wireless for cell phone bills from November 2013 through July 2014 in the amount of $1,831.85 for cell phones that were grandfathered into new plans but for which verification of pricing is not possible due to age of information but are receiving discounts under DIR pricing;

B. Authority to approve invoices from August and/or Sept. as yet not received with the same facts and circumstances detailed and described in item above (A) until the conversion of all said cell phone accounts under the DIR contract;

C. Ratification of the order and activation by WIC Program of a new fax line (956-994-9197) with acceptance and approval of invoices to be paid May 2014 through July 2014 from AT&T in the amount of $ 335.22 for said line with continued use of same.

D. Acceptance and approval of invoice #145188993 from Enterprise Rent-A-Car in the amount of $ 313.19

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1292

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

BUDGETARY IMPACT:

Verizon: 4-1292-441-00-350-001-4-532 account available balance as of 9-5-14 $3,644.59
AT&T: 4-1292-441-00-350-017-4-531 PO# 712566 available balance as of 9-15-14 $923.92

Attachments

Verizon
WIC Email
AT &T
car rental

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/05/2014 02:30 PM
Budget & Management	Debbie Tamez	09/05/2014 02:41 PM
Manuel Chapa	Manuel Chapa	09/05/2014 04:27 PM
Auditor's Office	Monica Badillo	09/05/2014 05:05 PM

Purchasing Department Monica Badillo 09/05/2014 05:58 PM

Form Started By: Marty Salazar Started On: 09/04/2014 03:03 PM

Final Approval Date: 09/05/2014

Verizon Invoices

Date	Invoice #	Account Number	Amount
Nov 24 - Dec.23, 2013	9717271109	822603189-00011	235.07
Dec 24, 2013-Jan 23,2014	9718984665	822603189-00011	235.54
Jan 24 - Feb 23, 2014	9720691660	822603189-00011	227.04
Feb 24 - Mar 23,2014	9722412633	822603189-00011	226.81
Mar 24 - Apr 23,2014	9724121756	822603189-00011	226.88
Apr 24 - May 23,2014	9725833630	822603189-00011	226.88
May 24 - Jun 23,2014	9727538643	822603189-00011	226.88
Jun 24 - Jul 23,2014	9729254215	822603189-00011	226.75
Total:			1831.85

Zimbra **mague.gonzalez@wic.co.hidalgo.tx.us**

FW: AT&T 956-994-9197

From : Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us> Wed, Aug 20, 2014 09:37 AM

1 attachment

Subject : FW: AT&T 956-994-9197

To : Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>

Cc : Deborah Fischer <deborah.fischer@auditor.co.hidalgo.tx.us>, Cynthia Paslak <cynthia.paslak@auditor.co.hidalgo.tx.us>

Good morning Mague,

Was AT&T (956-994-9197) taken to Commissioners' Court to be ratified since account was opened before the funds for the lactation center were received?

Minerva Diaz
Accountant I
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539
Phone (956) 318-2511 Ext. 4675
Fax (956) 318-2577
minerva.diaz@auditor.co.hidalgo.tx.us

From: Minerva Diaz [mailto:minerva.diaz@auditor.co.hidalgo.tx.us]
Sent: Monday, August 18, 2014 4:24 PM
To: 'Mague Gonzalez'
Cc: Cynthia Paslak
Subject: AT&T 956-994-9197
Importance: High

Mague,

Was AT&T (956-994-9197) taken to Commissioners' Court to be ratified since account was opened before the funds for the lactation center were received?

Minerva Diaz
Accountant I
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539
Phone (956) 318-2511 Ext. 4675
Fax (956) 318-2577
minerva.diaz@auditor.co.hidalgo.tx.us

From: Minerva Diaz [mailto:minerva.diaz@auditor.co.hidalgo.tx.us]
Sent: Wednesday, July 23, 2014 11:34 AM
To: 'Mague Gonzalez'
Cc: Cynthia Paslak
Subject: AT&T 956-994-9197

Mague,

As per our conversation a moment ago regarding AT&T 956-994-9197, Deborah mentioned this needs to go to commissioners' court to be ratified since this account was opened before the funds for lactation center were received.

As per our conversation on 6/17/14 AT&T invoice for 956 994-9197 was paid out of admin account in error and should have been paid out of the lactation center (Check #02-394282).

Minerva Diaz
Accountant I
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539
Phone (956) 318-2511 Ext. 4675
Fax (956) 318-2577
minerva.diaz@auditor.co.hidalgo.tx.us

HILDALGO COUNTY BABY CAFE
3105 W STATE HIGHWAY 107
EDINBURG TX 78539 - 9406

Account Number 956 994-9197 369 4
Billing Date Jun 25, 2014

Web Site att.com

RECEIVED BY
COUNTY AUDITOR
2014 AUG 15 AM 8 34

RECEIVED
JUL 03 2014
By

Monthly Statement

Bill-At-A-Glance

Previous Bill	230.98
Payment Received 6-21 Thank you!	230.98CR
Adjustments	.00
Balance	.00
Current Charges	50.30
Total Amount Due	**$50.30**
Amount Due in Full By	Jul 18, 2014

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	50.30
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		50.30

Plans and Services

Monthly Service - Jun 25 thru Jul 24

1. Bus Local Calling Unlimited A	35.00
Business Line (Measured Rate)	
Auto Redial	
Call Blocker℠	
Call Forwarding	
Call Return℠	
Call Waiting	
Caller ID Name Delivery	
Caller ID Number Delivery	
Expanded Local Calling Service	
Remote Access Call Forwarding	
Speed Calling 30	
Three-Way Calling	
Touchtone	
Unlimited Local Usage	

Surcharges and Other Fees

2. Federal Subscriber Line Charge	5.30
3. 911 Fee	.56
4. State Cost-Recovery Fee	.15
5. Federal Universal Service Fee	.87
6. Texas Universal Service	1.30
7. Municipal right-of-way Fee	2.38
Total Surcharges and Other Fees	**10.56**

Taxes

8. Federal	1.03
9. State and Local	3.71
Total Taxes	**4.74**

Total Plans and Services **50.30**

Amount Subject to Sales Tax: 45.00

News You Can Use Summary

- PREVENT DISCONNECT
- YOUR CUSTOMER RIGHTS
- CHANGES IN TERMS
- LONG DIST. PROVIDERS
- RATE INCREASES

See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $49.74 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

YOUR CUSTOMER RIGHTS
If you have a service problem or a question about your AT&T bill or telephone service, you may find helpful information in a special section of the AT&T White Pages Directory entitled "Your Rights as a Customer and Other Important Information from AT&T".

RATE INCREASES
Effective September 1, 2014, the monthly recurring rate for the following services will increase: Call Waiting from $13.50 to $15.55 Three-Way Calling from $12.00 to $13.80; Call Forward-Busy Line from $6.30 to $7.25 Call Forward-Don't Answer from $6.30 to $7.25; Call Forward-Busy Line/Don't Answer from $8.55 to $9.85; Call Forwarding from $13.40 to $15.45; Telebranch from $26.50 to $30.50 Caller ID Number from $15.50 to $17.85; Caller ID Name from $14.75 to $17.00; Call Return from $10.65 to $12.25; Privacy Manager from $25.40 to $31.75; and Anonymous Call Rejection from $15.60 to $19.50. You have the right to cancel these services without penalty. If you have any questions or wish to learn more about our money saving packages or other products and services, please call an AT&T Service Representative at the toll-free number on your bill or visit us online at www.att.com.

CHANGES IN TERMS
Any proposed changes in rates or terms of basic network services are published in the Texas Register (www.sos.state.tx.us) through the office of the Secretary of State. Direct notice from AT&T Texas may be obtained by leaving your name, number and address in the voice mailbox at 1.800.577.7145.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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328626

7-3-14

Gene Hernandez

INVOICE NO. 6-25-14 ACCT NO. 956994-369-4
7-24-14

P.O. NO. 712566

ACCT. NO. 4-1292-441.00.350.01 7-4-531

AMOUNT DUE: $50.30 8-8-14

APPROVED BY: Norma L Lozano

HILDALGO COUNTY BABY CAFE
3105 W STATE HIGHWAY 107
EDINBURG TX 78539 - 9406

RECEIVED BY
COUNTY AUDITOR

2014 AUG 15 AM 8 34

Account Number 956 994-9197 369 4
Billing Date Jul 25, 2014

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	50.30
Payment	.00
Adjustments	3.77
Past Due - Please Pay Immediately	54.07
Current Charges	50.25
Total Amount Due	**$104.32**
Current Charges Due in Full by	Aug 18, 2014

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	50.25
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		50.25

News You Can Use Summary

- PREVENT DISCONNECT
- RATE INCREASE
- PRICE INCREASE
- LONG DIST. PROVIDERS
- BUS LOCAL CALLING

See "News You Can Use" for additional information

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	7-25	Late payment charge on unpaid balance	3.77	

Plans and Services

Monthly Service - Jul 25 thru Aug 24

2.	Bus Local Calling Unlimited A	35.00
	Business Line (Measured Rate)	
	Auto Redial	
	Call Blocker℠	
	Call Forwarding	
	Call Return℠	
	Call Waiting	
	Caller ID Name Delivery	
	Caller ID Number Delivery	
	Expanded Local Calling Service	
	Remote Access Call Forwarding	
	Speed Calling 30	
	Three-Way Calling	
	Touchtone	
	Unlimited Local Usage	

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
	Activity on Jul 1, 2014			
	(Monthly Charges are Prorated from Jul 1, 2014 through Jul 24, 2014)			
3.	Federal Universal Service Fee	1		.03CR

Surcharges and Other Fees

4.	Federal Subscriber Line Charge	5.30
5.	911 Fee	.56
6.	State Cost-Recovery Fee	.15
7.	Federal Universal Service Fee	.83
8.	Texas Universal Service	1.30
9.	Municipal right-of-way Fee	2.40
Total Surcharges and Other Fees		**10.54**

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

Plans and Services

Taxes	
1. Federal	1.03
2. State and Local	3.71
Total Taxes	**4.74**

Total Plans and Services **50.25**

Amount Subject to Sales Tax: 44.98

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $103.20. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

RATE INCREASE
The Federal Subscriber Line Charge, regulated by the Federal Communications Commission, increased on 7/1/2014. Your current bill reflects the change. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

BUS LOCAL CALLING
Effective 9/1/14, customers may not establish new 12-month term plans with option to re-subscribe for 1-19 or 20+ line price levels, new term plans greater than 24-months for 1-19 line price levels, or new Block of Time or Measured Local Usage options for 1-19 or 20+ line price levels for AT&T Business Local Calling. Customers currently on term plans may continue service at their existing rates until their term plan expires. At that time customers may select from available term payment plans, choose month to month rates, or disconnect service without penalty. If you have questions or wish to learn more about AT&T Business Local Calling term plans, please contact your AT&T Representative at the number listed on your bill.

PRICE INCREASE
Effective October 2, 2014, the month-to-month price of Business Local Calling (BLC) Unlimited A, Unlimited B, Block of Time and Measured packages will increase. BLC Unlimited A will increase from $56.00 to $62.00, BLC Unlimited B will increase from $50.00 to $55.00, BLC Block of Time will increase from $48.00 to $53.00 and BLC Measured will increase from $44.00 to $48.00. Customers currently on a BLC term plan will continue to receive their current BLC term package price. Customers with month-to-month pricing have the right to cancel subscription to this service without penalty. For questions about this change, please contact an AT&T Service Representative at the toll-free number on your bill.

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CARRIER QUESTIONS
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- Visit us on the web at att.com/terms

LATE PAYMENT INFORMATION
A late payment charge of 7.5%, calculated monthly, will be assessed if your payment is not received by the date shown on the remit stub next to "Amount After".

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V328626

FOOD/SERVICES RECEIVED BY: 8-4-14

INVOICE RECEIVED BY: Genie Hernandez

INVOICE NO. 7-25-14 8-24-14 ACCT NO. 95699491973694

P.O. NO. 712566

ACCT. NO. H-1292-441.00.350.017-4-531

AMOUNT DUE: $150.25 8-8-14

APPROVED BY: Norma L Arzola

COUNTY of HIDALGO

Women, Infants and
Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Cc: Darlene H. Bentacourt, CPPB
Procurement Manager

From: Margarita Gonzalez, Accountant IV

Thru: Norma L. Longoria, NLL
WIC Director

Date: August 27, 2014

RE: Enterprise Rental Car

I would like to request for Invoice #145188993 to Enterprise be paid as claims. On July 22- 27, 2014, Ms. Norma Longoria and Diana Cardona went out of town to Phoenix, AZ. I had made reservations on a rental car prior to departure, but I accidently made the requisition late. At the time of the request, there were no funds in the account; therefore I had to do a Line Item Transfer. The Line Item Transfer did not go into effect until August 12, 2014, due to the change of Commissioners Court schedule.

I will try to be more careful on checking the balances on the WIC accounts.

Thank you for your attention to this matter.

Account Number: 4.1292.441.00.350.001.4.583

enterprise

1805 E SKY HARBOR CIR S
PHOENIX, AZ 85034

Rental Agreement #:	**145188993**
Bill Ref #:	**9005-8773-809**
Invoice Date:	**07/29/2014**
Account #:	**TXC1080**

BILL TO

HIDALGO COUNTY PURCHASING
ATTN: CORPORATE ACCOUNTS
4210 S. CONGRESS AVE
AUSTIN, TX - 78745-1104

RENTAL INFORMATION

Date/Time Out	Start Charges	Date/Time In
07/22/2014 01:30 PM	07/22/2014 01:37 PM	07/26/2014 10:13 AM

Renter
LONGORIA, NORMA

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
GRAY DK	ATK1546	TC	7K2SKD	2	159

VIN: 2C4RC1BG7ER445914

CLAIM INFORMATION

Claim# / PO# / RO# **Insured**

Date of Loss **Type of Loss** **Type of Vehicle**

Repair Shop

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	4 DAY	48.00	192.00
ROADSIDE ASSISTANCE	4 DAY	4.99	19.96
	Subtotal		211.96
CUSTOMER FACILITY CHARGE 6.(	4 DAY	6.00	24.00
MAINTENANCE FEE 0.70/DAY	4 DAY	0.70	2.80
CONCESSION RECOVERY FEE 11	PCT	11.11	23.86
STADIUM SURCHARGE	PCT	3.25	10.39
VEHICLE LICENSE SURCHARGE 5	PCT	5.00	13.13
TRANS PRIV TAX	PCT	10.30	27.05

Amount Due (USD) **313.19**

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

V396095

FOOD/SERVICES RECEIVED BY: 8.4.14

INVOICE RECEIVED BY: Margarita Gonzalez

INVOICE NO. 145188993 ACCT NO. TXC1080

P.O. NO.

ACCT. NO. 1292-441.00.350.001, 4,593

AMOUNT DUE: $313.19 8/4/14

APPROVED BY: Name of Longoria MV

For Billing Inquiries / Payment Terms :

Tel#:(512) 912-0332
NTXAUSTINADMIN@EHI.COM
Payment Due within 30 days of invoice date
Late payments are subject to a finance charge.

Thank You For Choosing Enterprise

Please Return This Portion With Remittance

Amount Due (USD) 313.19

Remit To :
ENTERPRISE RENT-A-CAR COMPANY
4210 S CONGRESS AVE
AUSTIN, TX 78745-1104

Paid By:
HIDALGO COUNTY PURCHASING
4210 S. CONGRESS AVE
AUSTIN, TX 78745-1104

Fed Tax Id: 26-4086616

Account #	Rental Agreement	Amount	GPBR
TXC1080	145188993	313.19	50V1

ested below.

(Additional drivers listed here if

enter

Rental Agreement Summary

RA# 145188993

RENTER: NORMA LONGORIA

Corporate: HIDALGO COUNTY PURCHASING

Enterprise Plus

Dates & Times

Location

Vehicle

Make Model CHRYSLER

Color:GRAY DK

Mileage:2

Fuel:8

License#:ATK1546

Vehicle#:ER445914

Vehicle Condition

No Damage Documented

Charges	Price/Unit	Account You
TIME & DISTANCE:	$48.00/D*4	$192.00
TIME & DISTANCE:	$12.87/H	$0.00
TIME & DISTANCE:	$288.00/W	$0.00

$

enterprise

RA 145188993 Bil 0
Rental 22-JUL-2014 01:37 PM
PHX SKY HARBOR INTL ARPT
Return 26-JUL-2014 10:13 AM
PHX SKY HARBOR INTL ARPT

NORMA LONGORIA
Vehicle # ER445914
Model TC
Class Driven MVAR Class Charged FCAR
License# ATK1546 State/Province AZ
M/Kms Driven 157
M/Kms Out 2
M/Kms In 159

HIDALGO COUNTY PURCHASING
Contract ID HIDALGO

Charges	No Unit	Price	Amount
RAP	4 Days	4.99	19.96*
CDW/LDW	4 Days		0.00*
BUSINESS T	4 Days		0.00
T & M	4 Days	48.00	192.00*
UNLIM M/KM	0 M/Kms		0.00*
CUSTOMER FACILITY CHARGE			24.00*
CRF			23.86*
STADIUM SURCHARGE			10.39
MAINTENANCE FEE			2.80*
VLS			13.13
TPT @10.300 %			27.05

Total Charges USD 313.19

Voucher BUSINESS ACCOUNT-APPLICANT

Amount Due USD 313.19

* Taxable Items
Subject to Audit
Your loyalty number is 5H7VVWJ
For Reservatons: 1-800-RENT-A-CAR

7/26/14 10:02:17 AM
Pump 3
Order Number: 6503154

Circle K #8596
1602 E. Washington
Phoenix AZ 85034
(602)254-8105

Term :
720000097171102
Appr : 768517

Register:100 Tran Seq No: 6503154
Store No:2708596

Pay at Pump Sale
Pump # 3 UNL-REG
8.644 Gallons @ $3.479/Gal 30.07

Sub. Total:	30.07
Tax:	0.00
Total:	30.07
Discount Total:	0.00
Master Card:	30.07
Change	0.00

Master Card
Card Num : (S)
XXXXXXXXXXXX4066

07/26/2014 10:02:08

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: Norma Longoria | DEPARTMENT: WIC

TRAVEL TO CITY: Phoenix | STATE: AZ

DEPARTURE DATE: 7/22/2014 | RETURN DATE: 7/27/2014

TIME OF DEPARTURE: 7:45 AM | TIME OF RETURN: 10:00 AM

PURPOSE OF TRIP: Attend the 2014 ILCA Annual Conference & Meeting

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

	DATES OF TRAVEL FOR YEAR						2014
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	7/22	7/23	7/24	7/25	7/26	7/27	TOTALS
Airline / Bus / Train	$ 390.00	$ -	-				$ 390.00
Car Rental	313.19	-	-				313.19
Gasoline for Car Rental	-	-	-		30.07		30.07
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:	41,161	Ending Mileage:	41,161	TOTAL MILEAGE: 20	(MILEAGE RATE) 0.560	11.20
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)	758.96						758.96
Parking / Tolls	-		-			30.00	30.00
Taxi and Other Ground Transportation	-		-				-
Telephone	-						-
Registration Fees	695.00						695.00
MEALS (based upon actual charges)							
Type of Travel (In State =1 /Out of State =2)	2						
With Receipts = 1 / Without Receipts = 2	2	2	2	2	2	2	
Breakfast ($9 per diem)	-	9.00	9.00	9.00	9.00	9.00	
Lunch ($12 per diem)	12.00	12.00	12.00	12.00	12.00	12.00	
Dinner ($18 per diem)	18.00	18.00	18.00	18.00	18.00	-	
Total Actual Meal Expense	30.00	39.00	39.00	39.00	39.00	21.00	
Total Allowable Meal Expense per County Policy (County Employee)	39.00	39.00	39.00	39.00	39.00	21.00	216.00
Other (Please explain below):	25.00	-	-	-	25.00		50.00
Explanation Notes:	Luggage fee 25.00 each way. There was a layover in Dallas, Tx. Didn't leave until the following morning 7/27/14. Slept at airport						

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(i.e. Airfare, Hotel accommodations, Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
International Lactation Consultant	Registration	708230	$ 695.00
Enterprise	Rental	PENDING	$ 313.19
Travel Advisors	Airfare	710382	$ 390.00
JW Marriott Desert Ridge	Hotel	710210	$ 758.96
Total			$ 2,157.15

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 2,494.42
AMOUNTS ADVANCED TO EMPLOYEE ON: 7/15/2014	$ 378.00
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	2,157.15
REMIT TO ME	$ 0.00
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 38.73

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Norma Longoria — EMPLOYEE SIGNATURE — 8/4/14 DATE

APPROVED BY: Norma L. Longoria — DIVISION DIRECTOR/SUPERVISOR — 8/4/14 DATE

PAYMENT BY: Norma Longoria — DEPARTMENT HEAD

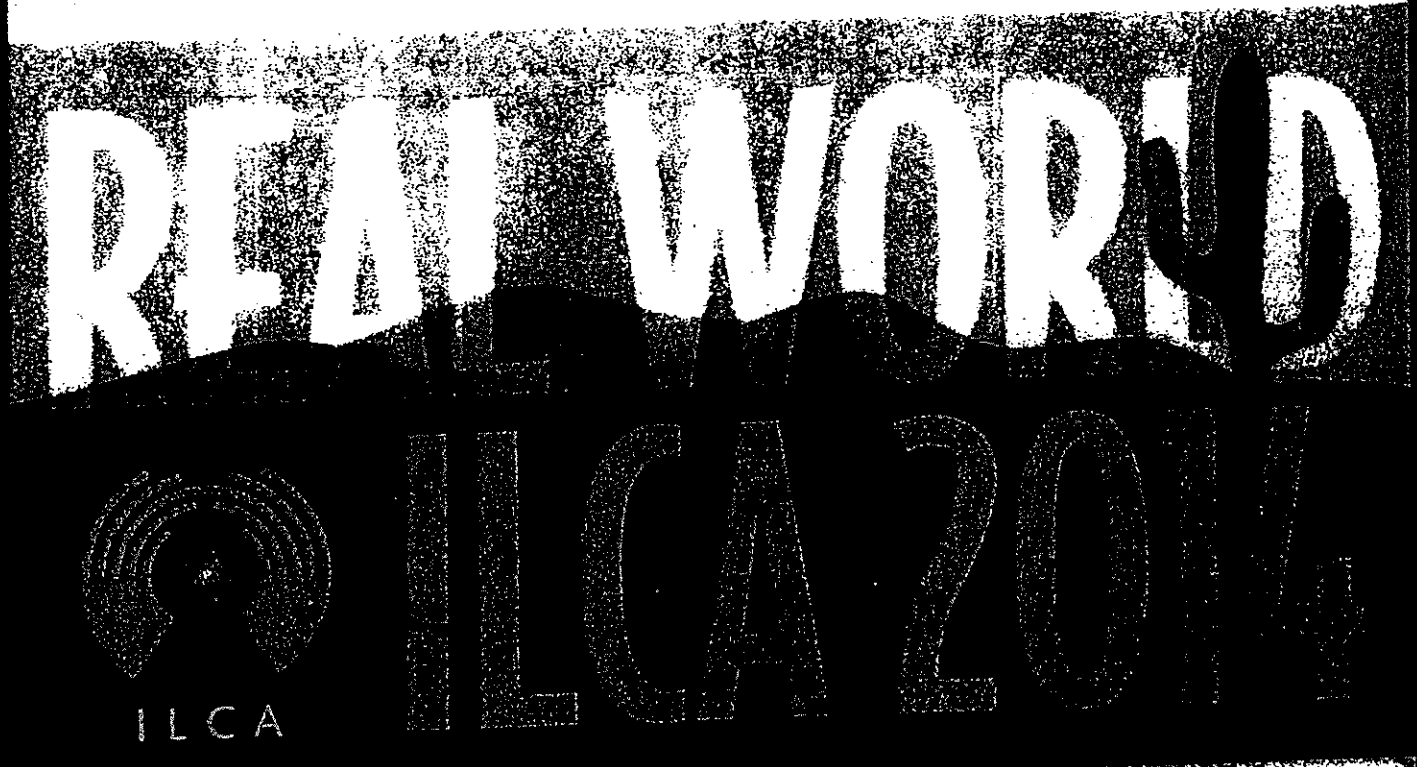
4.1292.441.00.350.001.4.583 — GENERAL LEDGER ACCOUNT NUMBER

T'S FORM: T.1.4 (01/14)

Note: This report is due no later than 20 calendar days of return from travel.

International Lactation Consultant Association®

2014 Annual Conference & Meeting



Breastfeeding in the Real World: Meeting the Challenges

July 23-26, 2014

JW Marriott Desert Ridge Resort & Spa | Phoenix, Arizona, USA

Preliminary Program & Registration

Preliminary Program

Tuesday, July 22

5:00pm-6:00pm	Volunteer orientation
6:00pm-8:00pm	Registration desk open

Wednesday, July 23

(5 CERPs/5 contact hours)

7:30am-8:30am	Continental breakfast
7:30am-4:00pm	Registration desk open
8:30am-9:30am	Plenary: Reinterpreting Baby Behavior for the Lactating Mother. *Jane Heinig, PhD, IBCLC*
9:30am-10:00am	Parade of flags and presidential welcome
10:00am-10:30am	Morning break
10:30am-12:30pm	Morning workshop sessions
12:30pm-1:30pm	Lunch
1:30pm-3:30pm	Afternoon workshop sessions
4:00pm-5:00pm	Volunteer orientation
6:30pm-9:00pm	President's Social and exhibit opening

Wednesday Workshops Selections

Workshop A:
Select one morning workshop

Workshop 1A: Multi-modal Management of the Infant with a Tongue-tie: Tools and techniques in the evaluation process. *Alison K. Hazelbaker, PhD, IBCLC, FILCA; James G. Murphy, MD, FAAP, FABM, IBCLC* II

Workshop 2A: Research to Practice: Finding and using research and other evidence with breastfeeding families. *Jane Grassley, PhD, RN, IBCLC; Sara L. Gill, PhD, RN, IBCLC* II ***R-CERP***

Workshop 3A: Racial/Ethnic Disparities: Removing structural obstacles so mothers can succeed. *Ursuline Singleton, MPH, RD* I-II

Workshop 4A: The Affordable Health Care Act: What's new with breastfeeding support? *Beverly Ann Curtis, MSN, PNP-BC, IBCLC; Susanne Madden, MBA* I-II

Workshop 5A: Spanish Presentations

Paso 10: La historia de una comunidad. *Norma Escobar, IBCLC* I-II

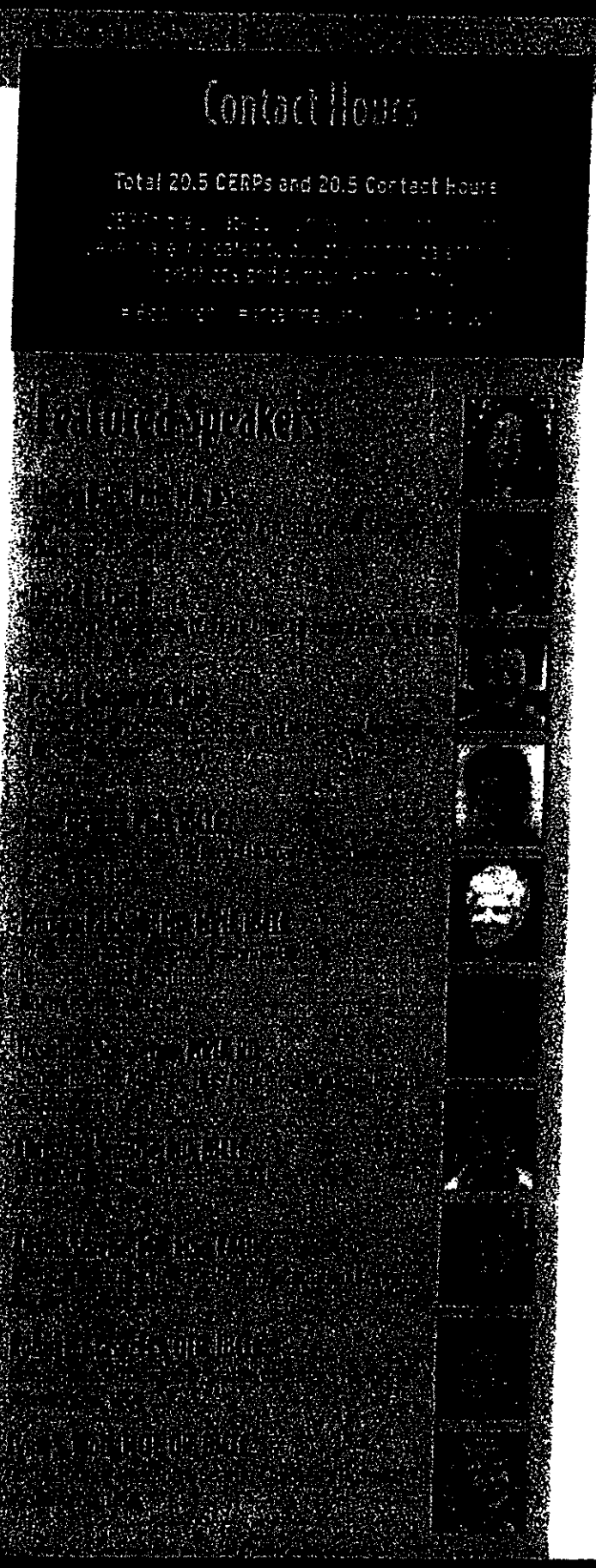
Primera hora: mas alla de nacer! *Lizabeth Gonzalez, MD, IBCLC, PhD* I-II

Workshop 6A: Primary Clinical Skills Rotation I-II

Rotate through four 25-minute sessions *(Limited to first 120 registrants)*

1. Powers of Deduction: A common problem with a twist! *Gini Baker, RN, MPH, IBCLC*
2. Lactation Rounds. Managing low acuity. *Rebecca Mannel, BS, IBCLC, FILCA*

(continued on next page)



Racial/Ethnic Equity in Lactation

This year's ILCA conference addresses important issues of racial and cultural equity in breastfeeding through several presentations and a special interest group. As part of this continuing conversation, ILCA joins with the Lactation Education Accreditation and Approval Review Committee (LEAARC) and the International Board of Lactation Consultant Examiners (IBLCE) to host a special **2014 Lactation Summit** on **Sunday, July 27** following the conclusion of the ILCA Conference. This important summit, ***Addressing Inequities within the Lactation Consultant Profession,*** will bring together diverse voices representing racial, geographic, and educational perspectives. Delegates will identify and address structural and institutional barriers within the profession that prevent equitable access worldwide. Educational and clinical instruction needs of aspiring lactation consultants in remote areas of the world will be explored. Delegates will also examine strategies to improve access to the profession by individuals from (or serving) ethnically diverse, low-opportunity, or geographically remote population groups. Conference delegates will receive an email with further information about the Summit. Watch for more news on this exciting meeting!

2014 Clinical Skills Rotation – NEW Format!

Clinical skills are scheduled in one 2-hour block for primary skills and one 2-hour block for advanced skills. The advanced skills are intended for seasoned lactation consultants who need these skills in their clinical practice. Delegates are asked to register for **only one block of skills** to allow sufficient room for others to participate. Conference delegates will spend 25 minutes in each skill room and will rotate among four skills. Time spent with facilitators will be in demonstration and hands-on practice of skills. Any background theory or other information the facilitator wishes to share about the topic will be sent to registered delegates to review prior to the Conference. This allows time in sessions to be spent in practical application of each skill. This is a popular feature of the ILCA conference so register early if you with to participate in the Clinical Skills Rotation!

Important Dates to Remember

[illegible]

Exhibit Hall Hours and Events

[illegible]

3. Breast Massage and Hand Expression: Russian technique. *Maya Bolman, BA, BSN, IBCLC*

4. Talking It Out: Real-world breastfeeding scenarios. *Cathy Carothers, BLCA, IBCLC, FILCA*

Workshop B:
Select one afternoon workshop

Workshop 1B: Multi-modal Management of the Infant with a Tongue-tie: Pitfalls, complexities and controversies in management. *Alison K. Hazelbaker PhD, IBCLC, FILCA; James G. Murphy, MD, FAAP, FABM, IBCLC* **III**

Workshop 2B: Research to Practice: Planning, implementing, and evaluating clinical practice projects. *Jane Grassley, PhD, RN, IBCLC; Sara L. Gill, PhD, RN, IBCLC* **III *R-CERP***

Workshop 3B: Racial/Ethnic Disparities: Removing structural obstacles so mothers can succeed. *Ursuline Singleton, MPH, RD* ***(Repeated)*** **I-II**

Workshop 4B: The Baby-friendly Hospital Initiative: Tackling the challenges of implementation in the US. *Trish MacEnroe, BS, CDN, CLC* **I-II**

Workshop 5B: Spanish Presentations

Llegó a La Casa ¿Y Ahora Que? La transicion de un bebé prematuro al pecho después de su hospitalización. *Regina Roig-Romero, MPH, IBCLC* **II-III**

La Lactancia Materna en América Latina: Una revisión de las tasas y las prácticas de suplementacion. *Mireya Roman, MS, IBCLC* **I-II**

Workshop 6B: Advanced Clinical Skills Rotation **III**

Rotate through four 25-minute sessions *(Limited to first 120 registrants)*

1. Powers of Deduction: Solving a challenging breastfeeding problem. *Marsha Walker, RN, IBCLC*
2. Lactation Rounds: Managing high acuity. *Rebecca Mannel, BS, IBCLC, FILCA*
3. Experiential Sucking: The role of stability and support. *Catherine Watson Genna BS, IBCLC*
4. Complex Nipple Pain Cases: Advanced problem solving. *Nancy Mohrbacher, IBCLC, FILCA*

Thursday, July 24

(5 CERPs/5 contact hours)

6:00am-7:00am **Walkers and joggers meet**

7:00am-8:00am **Continental breakfast**

7:00am-5:00pm **Registration desk open**

8:00am-9:00am **Plenary: Breastfeeding: What do hands have to do with it?** *Christina Smillie, MD, IBCLC*

9:00am-10:00am **Plenary: Human Milk: Just another primate milk?** *Pascal Gagneux, PhD*

10:00am-10:30am **Morning break**

10:30am-11:30am **USLCA Annual General Meeting**

10:30am-11:30am **International Meeting**

10:30am-11:30am **CLCA/ACCL Meeting**

11:30am-11:45am **Break**

11:45am-12:45pm **Concurrent Sessions A** *(select one):*

A1: The Newborn and the Microbiome: Establishment of a healthy ecosystem. *Pascal Gagneux, PhD* **II-III**

A2: Experiences of the 2013 WABA Fellow: New friends, new ideas, new norms. *Eileen Shea, BSc, IBCLC* **I-II**

Experiences of the 2014 WABA Fellow: New friends, new ideas, new norms. *Geraldine Cahill, IBCLC, BA* **I-II**

A3: Fostering a Breastfeeding Culture among Teen Parents. *Krista Olson, IBCLC, MCH; Judi Personius, IBCLC, CD, CBE* **I**

A4: The Affordable Care Act: Are we moving toward real workplace breastfeeding support? *Maeve Howett, PhD, CNP-Peds, IBCLC* **I-II**

A5: Research: Everything you want to know but are afraid to ask. *Anne Merewood, PhD, MPH, IBCLC* **I-II *R-CERP***

A6: Racial/Ethnic Disparities: Infant mortality, breastfeeding, and sleep practices. *Kathleen Kendall-Tackett, PhD, IBCLC, FAPA* **I-II**

A7: Got Milk? Identifying and treating delayed Lactogenesis II caused by theca lutein cyst. *Page Peters, RN, BSN, IBCLC; Alyson Welker, MA* **II-III**

A8: Cesarean Birth: Implementing skin-to-skin contact in the operating room. *Jane Grassley, PhD, RN, IBCLC* **I-II**

A9: Infant Vitamin D Deficiency: A global pandemic. *Ellen Lechtenberg, IBCLC, RD, CSP* **I-II**

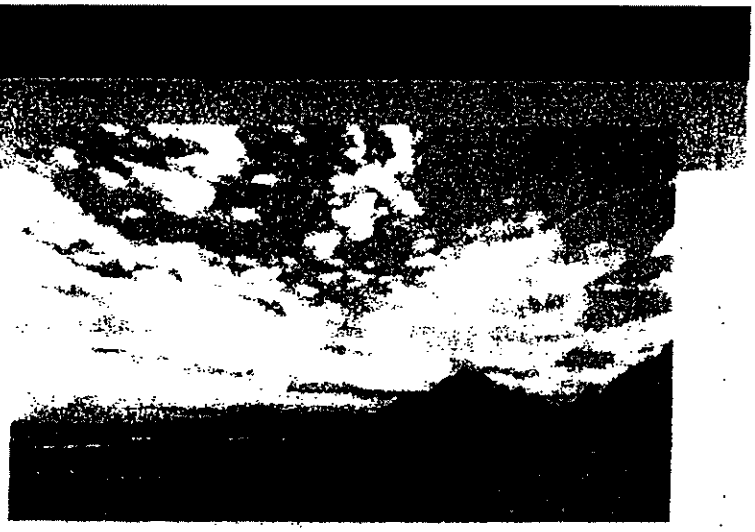
A10: Mothers Speak Out: Top five traits of a great lactation consultant. *Diana West, BA, IBCLC; Lisa Marasco, MA, IBCLC, FILCA* **I**

12:45pm-2:45pm **Boxed lunch**

Special interest groups

Committee meetings

(continued on next page)



2:45pm-4:45pm **Concurrent Sessions B** *(select one)*

B1: Oral Research Presentations: **II-III**

Analysis of Historical and Social Influences Contributing to Low Breastfeeding Rates among African American Women. *Angela Campbell, RNC, BSN, IBCLC*

Private Arrangement Milk Sharing Practices in the United States. *Angela Bond, MS*

Are All Term Infants the Same? Breastfeeding the early term infant. *Anita Noble, DNSc, CNM, IBCLC*

Outcomes of a 45-hour Breastfeeding Education Course for Healthcare Professionals and Paraprofessionals. *Amanda Watkins, MS, RD, IBCLC*

The Impact of NICU Admission on Breastfeeding in the First Hour of Life. *Lawrence Noble, MD, IBCLC, FABM*

Relationship of Food Items and Breastfeeding with Acculturation and Weight. *Elizabeth Reifsnider, PhD, RN, WHNP-BC, PHCNS-BC, FAAN*

Helping Mothers Defend Their Decision to Breastfeed: An intervention study. *Kandis Natoli, MSN, RNC, IBCLC; Annette Leary, BSN, RN, IBCLC*

The Influence of Quiet Time on Exclusive Breastfeeding Rates at Discharge. *Karen Phillips, RN, EdD, IBCLC, ICCE*

B2: Lactation Support for the Next Generation: Communicating effectively with millennial moms, co-workers and interns. *Jane Heinig, PhD, IBCLC* **I-II** ***R-CERP***

B3: Breastfeeding Equity in the Urban Core: Mentorship pathways for candidates of color. *Sherry Payne, MSN, RN, CNE, IBCLC* **I-II**

B4: Clinical Photography: Case studies and techniques for private practice. *Desiree Allison, BA, IBCLC, LLLI* **II-III** ***R-CERP***

B5: The LATCH Pilot: Impact of a text message intervention by WIC breastfeeding peer counselors. *Nurit Harari, MD, MHS; Lori Goeschel, MS, RD, IBCLC; Michele Griswold, MPH, RN, IBCLC; Valerie Bozzi, BS, IBCLC* **I-II**

B6: Donor Milk in the NICU: Challenges and opportunities. *Nancy Wight, MD, IBCLC, FABM, FAAP* **II-III**

Extremely Low Birthweight (ELBW) Infants: Enhancing early administration of colostrum. *Luisa King, RN, IBCLC; Beth Nolson, RN, IBCLC* **II-III**

B7: Collective Impact of Tele-health: Providing the link between the hospital and medical home. *Tina Babbitt, RN, MSN, IBCLC* **I-II**

Clinical Practice: Conducting effective in-patient consultations in 15-30 minutes. *Genae Strong, PhD, CNM, RNC-OB, IBCLC, RLC, CNE; Joni Rose, MS, RD, LDN, IBCLC, RLC* **I-II**

B8: Lactation Insufficiency among Obese Women: Myths, reality and underlying factors. *Laurie Nommsen-Rivers, PhD, RD, IBCLC* **I-II**

Maternal Obesity and Breastfeeding: REAL clinical strategies for practice. *Kim Dart, RN, BScN, MSN, IBCLC, PNC(c); Leigh Baetz-Craft, RN, BScN, MN, IBCLC, PNC(c)* **I-II**

B9: When Is Enough Enough? Understanding neonatal nutritional needs. *Jimi Francis, PhD, IBCLC, CCRP* **I-II**

What Should Mom Eat? A primer in maternal nutrition for the practicing lactation professional. *Jimi Francis, PhD, IBCLC, CCRP* **I-II**

B10: Making It Work: innovative new resources for supporting nursing moms at work. *Cathy Carothers, BLA, IBCLC, FILCA* **I-II**

Campus Support for Breastfeeding Mothers: A university response to the Affordable Care Act. *Shera Jackson, PhD, IBCLC, CPST* **I-II**

4:45pm-5:45pm **Networking and refreshments in Exhibit Hall**

7:00pm-9:00pm **Special interest groups**

Committee meetings

Friday, July 25

(5 CERPs/5 contact hours)

6:00am-7:00am **Walkers and joggers meet**

7:00am-8:00am **Continental breakfast**

Networking tables

Committee meetings

7:00am-4:00pm **Registration desk open**

8:00am-9:00am **Plenary: Creating a Culture of Breastfeeding To Reduce Disparities.** *Ursuline Singleton, MPH, RD*

9:00am-9:30am **ILCA Fellow inductions; IBLCE presentations**

9:30am-10:30am **ILCA Annual General Meeting**

10:30am-11:00am **Morning break**

11:00am-12:00pm **Concurrent Sessions A** *(select one)*

A1: Why Does It Hurt? A differential diagnosis for breastfeeding-associated pain. *Alison Stuebe, MD, MSc, FACOG* **I-II**

A2: Clinical and Non-clinical Breastfeeding Interventions: What we do and do not know. *Miriam Labbok, MD, MPH, IBCLC* **I-II**

A3: Sustaining Breastfeeding in Incarcerated Women: A case study. *Tina Lavy, IBCLC* **I-II**

A4: Unplugged: Therapeutic breast massage and hand expression for engorgement and plugged ducts. *Maya Bolman, BA, BSN, IBCLC* **I-II**

(continued on next page)

A5: Birth Trauma: Causes and consequences of birth-related PTSD. *Kathleen Kendall-Tackett, PhD, IBCLC, FAPA* **II-III**

A6: Community Breastfeeding Support: Engaging community relationships for collective impact. *Tina Cardarelli, BS, IBCLC; Tina Babbitt, RN, MS, IBCLC* **I-II**

A7: Nutritional Intelligence: its impact on maternal and infant health. *Robin Frees, BA, CHt, IBCLC* **I-II *R-CERP***

A8: Practice Ethics: Can we have a conversation about milk sharing? *Barbara Wilson-Clay, BSEd, IBCLC, FILCA* **I-II *E-CERP***

A9: The Future is Here: Epigenetics, stem cells and breastfeeding. *Lawrence Noble, MD, IBCLC, FABM* **II-III**

A10: Adoption, Surrogacy and Foster Care: Breastfeeding without birthing. *Alyssa Schnell, MS, IBCLC* **I-II**

12:00pm-1:30pm **Lunch.**

Networking tables

Research poster presentations (1 L-CERP)

1:30pm-3:30pm **Concurrent Sessions B** *(select one)*

B1: Into the Mouths of Babes: An exploration of infant oral skills. *Robin P. Glass, MS, OTR, IBCLC; Lynn S. Wolf, MOT, OR, IBCLC* **II-III**

B2: Understanding Code Compliance: How it applies to the IBCLC. *David L. Clark, Nutrition Specialist (Legal)* **I-II *E-CERP***

B3: Posterior Tongue Tie: Confusion, confounders, concerns and controversy – HELP! *Christina Smillie, MD, IBCLC; Catherine Watson Genna, BS, IBCLC* **III**

B4: Gender Guidelines: What does breastfeeding support have to do with gender? *Johanna Bergerman, BSHEc, BA (Hons), IBCLC* **I-II *R-CERP***

B5: Media Moxie: Skills for print, panels and film. *Jan Ellen Brown, BS, IBCLC* **I-III *R-CERP***

B6: Breastfeeding Duration and Maternal Sleep Expectations: Comparison of full and partial rooming in. *Elissa Sherby, RN, MSN, IBCLC; Orit Vinograd, RN, MPH, CNM* **I-II**

Perceived Milk Insufficiency: A systematic review and synthesis of the literature. *Regina Roig-Romero, MPH, IBCLC* **I-II**

B7: Talking to Mothers about Alternative Therapies: Learning real practices of mothers. *Lisa Marasco, MA, IBCLC, FILCA* **I-II**

Herbal Galactagogues: A review of the evidence. *Zoe Gardner, PhD(c)* **I-II**

B8: Supporting Parents in Understanding Normal Infant Sleep. *Helen Ball, PhD, MA, BSc* **I-II**

Educational Interventions in Safe Infant Sleep. *Helen Ball, PhD, MA, BSc* **I-II**

B9: Prenatal Breastfeeding Education: Stepping up to Step 3. *Kathy Parry, MPH, IBCLC, LMBT* **I-II**

Knowledge and Attitudes in Pediatric Interns: Improvements through a breastfeeding curriculum. *Shirley Hamill, MSN, IBCLC, LCCE* **I-II**

B10: Imoroving Breastfeeding Rates of African American Wome Engaging the faith community. *Monique Sims-Harper, DrPH, RD, IBCLC* **I-II**

African American Women's Perceptions: Breastfeeding ove years. *Natasha Sriraman, MD, MPH, FAAP, IBCLC* **I-II**

3:30pm-4:30pm **Closing Reception/Vendor Thank You**

Saturday, July 26

(5.5 CERPs/5.5 contact hours)

6:00am-7:00am **Walkers and joggers meet**

7:00am-8:00am **Continental breakfast**

Networking tables

Committee meetings

7:00am-4:00pm **Registration desk open**

8:00am-9:00am **Plenary: SIDS, Breastfeeding and Bed Shar What do we know and not know?** *Helen Ball MA, BSc*

9:00am-9:30am **President's address.** *Alisa Sanders, RN, IBCL RLC, CCE*

9:30am-10:00am **Morning break**

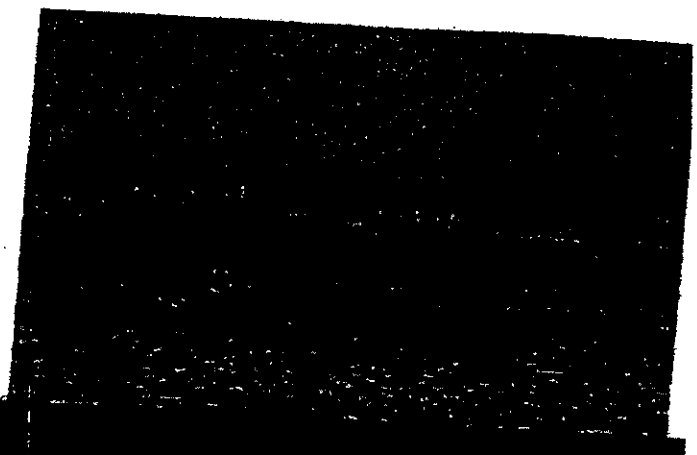
10:00am-11:15am **Plenary: What Matters Most? Prioritizing lactation interventions to optimize outcom** *Robin P. Glass, MS, OTR, IBCLC; Lynn S. Wolf, MO OR, IBCLC*

11:15am-12:30pm **Plenary: Obesity, Maternal Metabolic Disease and Early Weaning: Which came first and what can we do about it?** *Alison Stuebe, MD, MSc, FAC*

12:30pm-1:45pm **Luncheon**

1:45pm-2:45pm **Plenary: The Global Strategy on Infant and Young Child Feeding.** *David L. Clark, Nutrition Specialist (Legal)*

2:45pm-3:45pm **Plenary: Constraints and Realities in Breastfeeding Protection, Promotion and Support: Beyond health and free choice.** *Miriam Labbok, MD, MPH, IBCLC*



AI-46097 **Purchasing Department 22. H. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

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 Construction Management Services for the"Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project," overseen by project engineer, Chanin Engineering;

	Broaddus & Associates	Izaguirre Engineering Group, LLC	Prodigy Construction Management
Evaluator 1	80	77	83
Evaluator 2	93	84	96
Evaluator 3	93	86	98
Evaluator 4	96	95	98
Evaluator 5	92	86	94
TOTAL AVERAGES	90.8	85.6	93.8
Ranking			

c. Authority for the Purchasing Department to negotiate a professional construction management services contract with the No. 1 ranked firm of _____ for the provision of professional construction management services for the Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-087-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 9-2-14 in the following object codes:
339 $ 98,910.07
311 $263,100.00

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/29/2014 04:48 PM
Budget & Management	Debbie Tamez	09/02/2014 09:49 AM
Manuel Chapa	Manuel Chapa	09/02/2014 11:03 AM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rocio Villarreal Started On: 08/20/2014 02:15 PM

Final Approval Date: 09/05/2014

HIDALGO COUNTY SHERIFF'S OFFICE

FOR

CONSTRUCTION MANAGEMENT SERVICES FOR THE "LAW ENFORCEMENT/ADULT DETENTION FACILITIES ROOF & RELATED REPAIRS PROJECT

Scoring & Evaluation GRID

Total Scores	**Broaddus & Associates**	**Izaguirre Engineering Group**	**Prodigy Construction Management**
Evaluator 1	80	77	83
Evaluator 2	93	84	96
Evaluator 3	93	86	98
Evaluator 4	96	95	98
Evaluator 5	92	86	94
TOTAL AVERAGES	90.8	85.6	93.8
RANKING			

*SCORING & EVALUATION COMPLETED BY EVALUATION COMMITTEE

AI-46205 **Purchasing Department** **22. H. 2.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(4) and as also required by Texas Administrative Code-Title 37, Chapter 273, Rule 273.1;

B. Approval for Hidalgo County to enter into Single Patient Agreements with including, but not limited to, the following:

a. USRC Edinburg, LP
b. USRC Mid Valley Weslaco, LP

for hemodialysis treatments (for either already on-going before incarceration or as diagnosed and prescribed) ordered by HC contracted physicians for renal failure inmates using the fee schedules presented by each vendor with authority for Sheriff or Chief Deputy or Commander to sign said agreements on an "as needed basis".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Funds available as of 9/3/14.

Attachments

Texas Administrative Code
Local Government Code 262.024
Agreement-Jail
Agreement-Mid Valley
Legals Review-AI 46205

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/03/2014 11:41 AM
Budget & Management	Obdett Calzada	09/03/2014 01:47 PM
Glinda Pacheco	Glinda Pacheco	09/03/2014 03:36 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Marty Salazar Started On: 08/27/2014 11:29 AM

Final Approval Date: 09/05/2014

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TITLE 37	PUBLIC SAFETY AND CORRECTIONS
PART 9	TEXAS COMMISSION ON JAIL STANDARDS
CHAPTER 273	HEALTH SERVICES
RULE §273.1	**Health Services**

The owner/operator of each facility shall provide medical, mental, and dental services in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital, or similar services.

Source Note: The provisions of this §273.1 adopted to be effective December 20, 1994, 19 TexReg 9650.

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TITLE 37	PUBLIC SAFETY AND CORRECTIONS
PART 9	TEXAS COMMISSION ON JAIL STANDARDS
CHAPTER 273	HEALTH SERVICES
RULE §273.2	**Health Services Plan**

Each facility shall have and implement a written plan, approved by the Commission, for inmate medical, mental, and dental services. The plan shall:

(1) provide procedures for regularly scheduled sick calls;

(2) provide procedures for referral for medical, mental, and dental services;

(3) provide procedures for efficient and prompt care for acute and emergency situations;

(4) provide procedures for long-term, convalescent, and care necessary for disabled inmates;

(5) provide procedures for medical, mental, nutritional requirements, special housing and appropriate work assignments for known pregnant inmates;

(6) provide procedures for the control, distribution, secured storage, inventory, and disposal of prescriptions, syringes, needles, and hazardous waste containers;

(7) provide procedures for the distribution of prescriptions in accordance with written instructions from a physician by an appropriate person designated by the sheriff/operator;

(8) provide procedures for the control, distribution, and secured storage of over-the-counter medications;

(9) provide procedures for the rights of inmates to refuse health care in accordance with informed consent standards for certain treatments and procedures (in the case of minors, the informed consent of a parent, guardian, or legal custodian, when required, shall be sufficient);

(10) provide procedures for all examinations, treatments, and other procedures to be performed in a reasonable and dignified manner and place; and

(11) provide that adequate first aid equipment and patient evacuation equipment be on hand at all times.

Source Note: The provisions of this §273.2 adopted to be effective December 20, 1994, 19 TexReg 9650; amended to be effective December 30, 2009, 34 TexReg 9482

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TITLE 37	PUBLIC SAFETY AND CORRECTIONS
PART 9	TEXAS COMMISSION ON JAIL STANDARDS
CHAPTER 273	HEALTH SERVICES
RULE §273.3	**Health Instructions**

All medical instructions of designated physicians shall be followed.

Source Note: The provisions of this §273.3 adopted to be effective December 20, 1994, 19 TexReg 9650.

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TITLE 37 PUBLIC SAFETY AND CORRECTIONS
PART 9 TEXAS COMMISSION ON JAIL STANDARDS
CHAPTER 273 HEALTH SERVICES
RULE §273.4 **Health Records**

(a) The health services plan shall include procedures for the maintenance of a separate health record on each inmate. The record shall include a health screening procedure administered by health personnel or by a trained booking officer upon the admission of the inmate to the facility and shall cover, but shall not be limited to, the following items:

(1) health history;

(2) current illnesses (prescriptions, special diets, and therapy);

(3) known pregnancy;

(4) current medical, mental, and dental care and treatment;

(5) behavioral observation, including state of consciousness and mental status;

(6) inventory of body deformities, ease of movement, markings, condition of body orifices, and presence of lice and vermin.

(b) Separate health records shall reflect all subsequent findings, diagnoses, treatment, disposition, special housing assignments, medical isolation, distribution of medications, and the name of any institution to which the inmate's health record has been released.

(c) The Texas Uniform Health Status Update form, in the format prescribed by the Commission, shall be completed and forwarded to the receiving criminal justice entity at the time an inmate is transferred or released from custody.

(d) Each facility shall report to the Department of State Health Services (DSHS) the release of an inmate who is receiving treatment for tuberculosis in accordance with DSHS Guidelines.

Source Note: The provisions of this §273.4 adopted to be effective December 20, 1994, 19 TexReg 9650; amended to be effective September 1, 1998, 23 TexReg 8845; amended to be effective December 22, 1999, 24 TexReg 11519; amended to be effective November 1, 2004, 29 TexReg 10141; amended to be effective December 30, 2009, 34 TexReg 9483

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TITLE 37	PUBLIC SAFETY AND CORRECTIONS
PART 9	TEXAS COMMISSION ON JAIL STANDARDS
CHAPTER 273	HEALTH SERVICES
RULE §273.5	**Mental Disabilities/Suicide Prevention Plan**

(a) Each sheriff/operator shall develop and implement a mental disabilities/suicide prevention plan, in coordination with available medical and mental health officials, approved by the Commission by March 31, 1997. The plan shall address the following principles and procedures:

(1) Training. Provisions for staff training (including frequency and duration) on the procedures for recognition, supervision, documentation, and handling of inmates who are mentally disabled and/or potentially suicidal. Supplemental training should be provided to those staff members responsible for intake screening;

(2) Identification. Procedures for intake screening to identify inmates who are known to be or observed to be mentally disabled and/or potentially suicidal and procedures for compliance with Code of Criminal Procedure Article 16.22 and referrals to available mental health officials;

(3) Communication. Procedures for communication of information relating to inmates who are mentally disabled and/or potentially suicidal;

(4) Housing. Procedures for the assignment of inmates who are mentally disabled and/or potentially suicidal to appropriate housing;

(5) Supervision. Provisions for adequate supervision of inmates who are mentally disabled and/or potentially suicidal and procedures for documenting supervision;

(6) Intervention and Emergency Treatment. Procedures for staff intervention prior to the occurrence of a suicide and during the progress of a suicide attempt, or serious deterioration of mental condition;

(7) Reporting. Procedures for reporting of completed suicides to appropriate outside authorities and family members; and

(8) Follow-Up Review. Procedures for follow-up review of policies by the sheriff/operator and mental health and medical officials following all attempted or completed suicides.

(b) Screening Instrument. An approved mental disabilities/suicide prevention screening instrument shall be completed immediately on all inmates admitted.

(c) Mental History Check. Each jail shall:

(1) check each inmate upon intake into the jail against the Department of State Health Services CARE or CCQ system to determine if the inmate has previously received state mental healthcare, unless the inmate is being housed as an out of state inmate or a federal inmate on a contractual basis;

(2) maintain documentation to be available at the time of inspection showing that information for each

inmate designated in paragraph (1) of this subsection was submitted for CARE or CCQ system checks; and

(3) include any relevant mental health information on the mental health screening instrument and, if sentenced to the Department of Criminal Justice, on the Uniform Health Status form.

Source Note: The provisions of this §273.5 adopted to be effective December 20, 1994, 19 TexReg 9650; amended to be effective October 23, 1996, 21 TexReg 10439; amended to be effective December 22, 1999, 24 TexReg 11519; amended to be effective December 17, 2006, 31 TexReg 10100; amended to be effective May 1, 2008, 33 TexReg 3446; amended to be effective December 30, 2009, 34 TexReg 9483; amended to be effective December 9, 2010, 35 TexReg 10770

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TITLE 37	PUBLIC SAFETY AND CORRECTIONS
PART 9	TEXAS COMMISSION ON JAIL STANDARDS
CHAPTER 273	HEALTH SERVICES
RULE §273.6	**Restraints**

Inmates exhibiting behavior indicating that they are a danger to themselves or others shall be managed in such a way as to minimize the threat of injury or harm. If restraints are determined to be necessary, they shall be used in a humane manner, only for the prevention of injury, and not as a punitive measure.

(1) The decision to apply restraints shall be made by supervisory or medical personnel. Appropriate staff should assess the inmate's medical condition.

(2) Restraints should restrict movement of an inmate only to the degree necessary to avoid injurious behavior. Soft or padded restraints should be used when feasible. Inmates shall not be restrained in a position or manner that would exacerbate any physical infirmities.

(3) A documented observation of the inmate shall be conducted every 15 minutes, at a minimum. The observations should include an assessment of the security of the restraints and the circulation to the extremities.

(4) The inmate should receive medical care a minimum of every 2 hours, to include changing position, exercising extremities, offering nourishment and liquids, offering toilet facilities, checking for medication needs, and taking vital signs. These checks shall be documented.

(5) Documentation of use of restraints shall include, but not be limited to the following: the events leading up to the need for restraints, the time the restraints were applied, the justification for their use, observations of the inmate's behavior and condition, the 15-minute checks and the time the restraints were removed.

(6) Restraints shall be removed from an inmate at the earliest possible time that the inmate no longer exhibits behavior necessitating restraint. In no case shall an inmate be kept in restraints longer than 24 hours.

Source Note: The provisions of this §273.6 adopted to be effective June 25, 2000, 25 TexReg 5917

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TITLE 37	PUBLIC SAFETY AND CORRECTIONS
PART 9	TEXAS COMMISSION ON JAIL STANDARDS
CHAPTER 273	HEALTH SERVICES
RULE §273.7	**Tuberculosis Screening Plan**

(a) Each facility having a capacity of 100 or more beds, or housing inmates transferred from a facility with a capacity of at least 100 beds or housing inmates from another state, shall develop and implement a plan for tuberculosis screening tests of employees, volunteers, and inmates. Inmates confined in the jail for more than 7 days shall be tested on or before the 7th day after the day of confinement. Inmates may be exempt from the screening test when the test conflicts with the tenets of an organized religion to which the individual belongs or when the test is contraindicated based on an examination by a physician. An inmate is not required to be retested at each rebooking if the inmate is booked into the facility more than once during a 12-month period, unless the inmate shows symptoms of or is known to have been exposed to tuberculosis.

(b) The tuberculosis screening plan shall be developed and implemented in accordance with 25 TAC §§97.171 - 97.180 (relating to Communicable Diseases) and the Texas Health and Safety Code, §§89.001 - 89.102 and shall be approved by the Tuberculosis Elimination Division, Department of State Health Services prior to use. The plan shall be made available to the Commission upon request. A copy of an inmate's medical records or documentation of screenings or treatment received during confinement shall accompany an inmate transferred from one correctional facility to another or to TDCJ-ID and be available for medical review upon arrival of the inmate.

Source Note: The provisions of this §273.7 adopted to be effective June 25, 2000, 25 TexReg 5917; amended to be effective May 3, 2009, 34 TexReg 2680

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TITLE 37	PUBLIC SAFETY AND CORRECTIONS
PART 9	TEXAS COMMISSION ON JAIL STANDARDS
CHAPTER 273	HEALTH SERVICES
RULE §273.8	**Health Services**

For the purpose of establishing a continuity of care system for offenders with mental impairments, elderly, physically disabled, terminally ill, or significantly ill, the Texas Council on Offenders with Mental Impairments (TCOMI) and the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and the Texas Commission on Jail Standards (TCJS) agree to the following Memorandum of Understanding.

(1) Authority and Purpose. Senate Bill 252, Acts 1993, 73rd Legislature, Chapter 488, 1, codified as Texas Health and Safety Code, §614.013, authorizes TCOMI and TCLEOSE and the TCJS to establish a written Memorandum of Understanding that identifies methods for:

(A) identifying offenders in the criminal justice system who are mentally impaired, elderly, physically disabled, terminally ill, or significantly ill;

(B) developing procedures for the exchange of information relating to offenders who are mentally impaired, elderly, physically disabled, terminally ill, or significantly ill by the Council, TCLEOSE, and the TCJS for use in the continuity of care and services program; and

(C) adopting rules and standards that assist in the development of a continuity of care and services program for offenders who are mentally impaired, elderly, physically disabled, terminally ill, or significantly ill.

(2) All entities agree to the extent possible to:

(A) enter into a Memorandum of Understanding fulfilling the statutory requirements and purposes of Health and Safety Code, §614.013, as set forth in this section;

(B) seek a statutory change in current statutes to allow for the exchange of information (including electronic) about offenders with special needs without consent of the individuals involved for the purpose of providing or coordinating services among the entities;

(C) develop a system that provides for timely identification of offenders with special needs who come into contact with law enforcement or jail personnel;

(D) submit a list of contact staff to the TCOMI who are responsible for responding to referrals and/or issues regarding persons with special needs;

(E) distribute relevant training seminar and/or educational information towards improving each agency's knowledge and understanding of the identification and management of offenders with special needs;

(F) develop and implement a standardized release of information form that can facilitate the

exchange of client information;

(G) inform the other of any proposed rule or standards changes which could affect the continuity of care system. Each agency shall be afforded 30 days after receipt of proposed change(s) to respond to the recommendations prior to the adoption;

(H) provide ongoing status reports to the Council on the implementation of initiatives outlined in this Memorandum of Understanding; and

(I) provide opportunities for cross-training for each other's staff.

(3) Texas Commission on Mental Impairments shall:

(A) provide technical assistance toward the development of improved medical and psychiatric screening standards;

(B) provide training and technical assistance to state or local law enforcement or jails on enhancing identification and management strategies for offenders with special needs;

(C) develop a statewide directory of contact staff for distribution to state and local law enforcement and jail personnel;

(D) monitor and coordinate the implementation of the activities of this Memorandum of Understanding;

(E) provide reports to the Legislature on the status of implementation of activities; and

(F) participate in any relevant research or studies relevant to offenders with special needs who come into contact with law enforcement or who are incarcerated in county jails.

(4) Texas Commission on Law Enforcement Officer Standards and Education shall:

(A) develop and publish a mental health officer training inservice curriculum to train law enforcement officers and county corrections officers;

(B) establish a Mental Health Officer Certification Program; and

(C) develop and publish an inservice training course for law enforcement officers and county corrections officers that is concerned with individuals with special needs.

(5) Texas Commission on Jail Standards shall:

(A) develop mental health standards which address training needs, identification, communication, housing, supervision and referrals; and

(B) provide technical assistance for local jails on management strategies for offenders with special needs.

(6) Review and Monitoring.

(A) TCOMI, TCLEOSE, and TCJS shall jointly monitor implementation of the continuity of care system as outlined in this Memorandum of Understanding. The intent of all agencies is to provide timely communication, discussion and resolution of transitional problems should any occur.

(B) This Memorandum of Understanding shall be adopted by the Texas Council on Offenders with Mental Impairments, the Texas Commission on Law Enforcement Officer Standards and Education and the Texas Commission on Jail Standards. Subsequent to adoption, all parties to this memorandum shall annually review this memorandum and provide status reports to the Texas Council on Offenders with Mental Impairments. Amendments to this Memorandum of Understanding may be made at any time by mutual agreement to the parties.

Source Note: The provisions of this §273.8 adopted to be effective June 25, 2000, 25 TexReg 5917

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LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 262. PURCHASING AND CONTRACTING AUTHORITY OF COUNTIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by

telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, Sec. 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, Sec. 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, Sec. 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, Sec. 1, eff. June 15, 2001.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1272 (H.B. 3517), Sec. 3, eff. September 1, 2007.

DIALYSIS AGREEMENT

This agreement (the "Agreement") is made and entered into by and between **USRC Edinburg, LP** located at 206 Conquest Blvd, Edinburg, Texas ("Clinic") and **Hidalgo County Sheriff's Office**, referred to as ("Jail"), to assure continuity of care and treatment for patient of clinic.

ARTICLE I

Jail agrees to provide transportation for incarcerated patient. Jail will provide at least one officer per incarcerated patient and officer will stay with the patient the entire time. The incarcerated patient will remain in handcuffs and shackles.

ARTICLE II

Clinic and Jail agree that:

1. Jail will be responsible for the cost of transportation and the cost of the officer provided to secure the incarcerated patient.
2. Jail will be responsible for incarcerated patient while it is at Clinic.
3. Jail will provide an officer for each incarcerated patient and remain at incarcerated patient's side during treatment.
4. Clinic reserves the right to discharge patient for any reason.
5. Appropriate procedures will be followed to assure security of Clinic's other patients and staff.
6. Jail shall pay Clinic the fees outlined in Exhibit A, payable within 30 days of receipt of written documentation of treatment.

ARTICLE III

The Jail covenants to transport patient to the Clinic three times a week for dialysis treatment. Upon discharge, the Jail will provide the written notification that the incarcerated patient is released from Jail and may or may not continue services without officer escort.

ARTICLE IV

This Agreement is not a third-party beneficiary agreement and confers no rights upon anyone other that the partied to the agreement.

ARTICLE V

This Agreement shall be effective on 15th day of August 2014 and may be canceled by written notice to the other. The Agreement will automatically renew for additional 1 year term. Venue for settlement of any disputes arising from this Agreement shall be Hidalgo County, Texas.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

USRC Edinburg, LP

August 19, 2014
Date

Name: Ryan Alicaya
Title: Regional Director
Address: 206 Conquest Blvd
Edinburg, Texas 78539
(956) 383-8488

Hidalgo County Sheriff's Office

Date

Name:
Title:
Address: P O Box 1228
Edinburg, TX 78539
(956) 393-6023

EXHIBIT A

FEE SCHEDULE

Service		**Fee**
1.	Routine Hemodialysis	$425.00 per treatment

DIALYSIS AGREEMENT

This agreement (the "Agreement") is made and entered into by and between **USRC Mid Valley Weslaco, LP** located at 1005 S. Airport Drive, Weslaco, Texas 78596 ("Clinic") and **Hidalgo County Sheriff's Office**, referred to as ("Jail"), to assure continuity of care and treatment for patient of clinic.

ARTICLE I

Jail agrees to provide transportation for incarcerated patient. Jail will provide at least one officer per incarcerated patient and officer will stay with the patient the entire time. The incarcerated patient will remain in handcuffs and shackles.

ARTICLE II

Clinic and Jail agree that:

1. Jail will be responsible for the cost of transportation and the cost of the officer provided to secure the incarcerated patient.
2. Jail will be responsible for incarcerated patient while it is at Clinic.
3. Jail will provide an officer for each incarcerated patient and remain at incarcerated patient's side during treatment.
4. Clinic reserves the right to discharge patient for any reason.
5. Appropriate procedures will be followed to assure security of Clinic's other patients and staff.
6. Jail shall pay Clinic the fees outlined in Exhibit A, payable within 30 days of receipt of written documentation of treatment.

ARTICLE III

The Jail covenants to transport patient to the Clinic three times a week for dialysis treatment. Upon discharge, the Jail will provide the written notification that the incarcerated patient is released from Jail and may or may not continue services without officer escort.

ARTICLE IV

This Agreement is not a third-party beneficiary agreement and confers no rights upon anyone other that the partied to the agreement.

ARTICLE V

This Agreement shall be effective on 15th day of August 2014 and may be canceled by written notice to the other. The Agreement will automatically renew for additional 1 year term. Venue for settlement of any disputes arising from this Agreement shall be Hidalgo County, Texas.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

USRC Mid-Valley Weslaco, LP

August 19, 2014
Date

Name: Ryan Alicaya
Title: Regional Director
Address: 1005 S. Airport Drive
Weslaco, TX 78596
(956) 968-5806

Hidalgo County Sheriff's Office

Date

Name:
Title:
Address: P O Box 1228
Edinburg, TX 78539
(956) 393-6023

EXHIBIT A

FEE SCHEDULE

Service		**Fee**
1.	Routine Hemodialysis	$425.00 per treatment

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Re: dialysis inmates

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Sep 02, 2014 07:38 PM

Subject : Re: dialysis inmates

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Cc : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>, Matilde Faz <matilde.faz@co.hidalgo.tx.us>, Virginia Rodriguez <virginia.rodriguez@hidalgoso.org>

Mr. Yoli:
Please attach this e-mail to Agenda Item #46205
Thanks,
Marty S.

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>, "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>, "Virginia Rodriguez" <virginia.rodriguez@hidalgoso.org>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Tuesday, September 2, 2014 2:53:39 PM
Subject: RE: dialysis inmates

Ms. Salazar,

I have reviewed the documents and approve as to form. It is recommended that authority be requested to have the Sheriff or his designee sign the documents from commissioners court.

Please let me know if you have any questions or concerns.

Michael Garza

Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 29, 2014 3:56 PM
To: victor garza; michael.garza
Cc: Darlene H. Betancourt; Rudy Salinas; Matilde Faz; Virginia Rodriguez
Subject: Fwd: dialysis inmates

Counselors:
While we receive the documentation cited below, please begin the review and comment as to form of the agreements attached.
Thanks,
Marty

PS Have a Great Labor Day weekend and GIG'Em

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: RAlicaya@USRENALCARE.com, "Virginia Rodriguez" <virginia.rodriguez@hidalgoso.org>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>, "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
Sent: Friday, August 29, 2014 3:53:39 PM
Subject: Fwd: dialysis inmates

Mr. Alicaya:
I have received two separate dialysis treatment agreements (one for Weslaco & one for Edinburg) directed to the Hidalgo County Sheriff's Department. I need to know how you have arrived at the treatment fee of $425.00 each. Are these based on Medicare/Medicaid Guidelines? In order to have your bills paid, the Hidalgo County Auditor's Office would need to know how this amount was determined. Please advise as soon as possible as we are attempting to present your agreements to the Hidalgo County Commissioner's Court (governing body) for consideration and action. In addition, we will also ask that you provide to us your general liability insurance coverage document as well as worker's compensation. Our goal is to present these contracts on the Commissioner's Court meeting scheduled for 09-09-2014. Therefore, the sooner you provide us with the requested information, the better.
Yours truly,
Marty Salazar
Hidalgo County Purchasing Agent

From: "Virginia Rodriguez" <virginia.rodriguez@hidalgoso.org>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
Sent: Friday, August 29, 2014 3:24:46 PM
Subject: FW: FW: dialysis inmates

Mrs. Salazar,

Here is one of the agreements that need to be added. This is the way clinic forwarded to me.
(Weslaco location)

Thanks.

From: Ryan Alicaya [mailto:rrcalicaya@gmail.com]
Sent: Tuesday, August 19, 2014 3:48 PM
To: Virginia Rodriguez
Subject: Re: FW: dialysis inmates

Virginia,

Attached is the contract for Weslaco. Thank you.
Ryan Alicaya

On August 19, 2014 at 3:26:36 PM, Ryan Alicaya (rrcalicaya@gmail.com) wrote:

Here you go. Please see attachment.

Ryan Alicaya

On August 19, 2014 at 11:30:08 AM, Virginia Rodriguez (virginia.rodriguez@hidalgoso.org) wrote:

> Good afternoon,
>
> Can you please help me with this patient too?
>
> I need to see if we can do an agreement so inmate can continue with dialysis treatments.
>
> Please let me know.
>
> Thanks.
>
> ---
>
> **From:** Josefina Gonzalez [mailto:josefina.gonzalez@hidalgoso.org]
> **Sent:** Tuesday, August 19, 2014 9:09 AM
> **To:** Rodriguez, Virginia
> **Subject:** dialysis inmates
>
> VICKY,
>
> These inmates are in need of payment agreement with their established clinics for continuation of treatment while in custody. Let me know if you need any other information.
>
> CASTRO, MARK ANTHONY DOB 11/28/1982
> SS # 461-59-4104
> US RENAL WESLACO TX 956-968-5806
> TREATMENT DAYS TUESDAY, THURSDAY, SATURDAY
>
> GARZA, FERNANDO DOB 2/13/162
> SS# 564-17-5555
> FRESNIEUS MEDICAL CLINIC IN MCALLEN 956-682-1259
> TREATMENT DAYS MONDAYS, WEDNESDAYS, FRIDAYS
> -this clinic has already refused to provide treatment until a payment agreement is made.
> FRESINIUS MAIN OFFICE 866-939-1212

AI-46318 **Purchasing Department 22. I. 1.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted For: Hon. A Guajardo, Jr, HC-Clerk **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation with recommendation by Hon. Arturo Guajardo, Jr., HC-Clerk for Commissioners Court's consideration and appointment/designation of the listed names for a committee to evaluate/grade and score the proposals received for RFP No. 2014-286-09-03-YZV - Hidalgo County Clerk's Office "Record Management & Document Imaging Process" as detailed in the procurement packet:

Annette Muniz, HC-C, Chief Deputy
Noe Lopez, HC-C, Office Manager
Armando Perez, HC-C, Records Manager
Stephanie Palacios HC-DC, Executive Assistant
Renan Ramirez, HC-Chief Information Officer (CIO)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

2014-286-Participation Log

2014-286-Acceptance Log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/04/2014 03:52 PM
Budget & Management	Debbie Tamez	09/04/2014 04:30 PM
Manuel Chapa	Manuel Chapa	09/05/2014 01:16 PM
Auditor's Office	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Yolanda Velasquez Started On: 09/03/2014 04:48 PM

Final Approval Date: 09/05/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: September 03, 2014 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "Records, Management & Imaging Process " – HIDALGO COUNTY CLERK'S OFFICE RFP NO.: 2014-286-09-03-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	Tyler Technologies, Inc. Jon Phillips	Email	Jon.phillips@tylertech.com YZV	08/18/14	Tel: 800-646-2633 Fax: 800-797-4849
2	Stars Information Solutions Dave Granato	Email	daveg@starstek.com YZV	08/18/14	Tel: 210-490-9156
3	CTC Distributing Kelly Madden	Email	K_madden@ctcdistributing.com YZV	08/18/14	Tel: 956-686-4351 x17 615 Blaze Blvd. Edinburg, Texas 78539
4	Document Preservation Specialists Reed Roach	Email	Reed.roach@kofile.us YZV	08/18/14	6300Cedar Springs Dallas, texas75235 Tel: 214-351-4800
5	ACS Enterprise Solutions, LLC A Xerox Co. Jack Morris	Email	Jack.morris@xerox.com YZV	08/18/14	8600Harry Hines Ste 300 Dallas, Texas 75235 Tel;800-782-5652
6	Data Bank IMX Melissa Kulesz	Email	mkulesz@databankimx.com YZV	08/19/14	1421 Patton Place Ste 200 Carrollton, TX 75007 Tel: 214-483-1266
7	IMS Printing & Mailing Sy Green	Email	sy@totalims.com YZV	08/19/14	2416 Brockton St#105 San Antonio, TX 78217-4909 Tel: 210-826-4994 ext 18
8	iDatix Corporation Steve Lomicka	Email	slomicka@idatix.com YZV	08/19/14	Tel: 1-727-608-1788
9	DocuNav Solutions Kelly McCormick	Email	kmccormick@docunav.com YZV	08/19/14	Tel: 214-329-4305 Fax: 469-327-4264
10	OnBase Jim Kettren	Email	Jim.kettren@onbase.com YZV	08/19/14	Tel: 440-788-5816
11	Kofile Preservation, INC. Christy Carry	Email	Christy.carry@kofile.us YZV	08/19/14	6300 Cedar Spring Rd Dallas, TX 75235 Tel: 214-351-4800
12	Seven Outsource	Email	Christina@sevenoutsource.com YZV	08/19/14	Tel: 315-308-7852

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: September 03, 2014 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "Records, Management & Imaging Process " – HIDALGO COUNTY CLERK'S OFFICE RFP NO.: 2014-286-09-03-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
13	Apex Document Management, Inc. Laura Alvarez	Email	lauraalvarezapex@yahoo.com YZV	08/19/14	Tel: 956-668-7327
14	Prime Vendor, Inc. Kimberly Doumit	Email	Bids20@prime-vendor.com YZV	08/19/14	46220Cedar Ave Wilmington, NC 28403 Tel: 800-746-9554
15	SoftSol Technologies Inc. Bundeep Mohanraj	Email	Sundeep.mohanraj@softsol.com YZV	08/20/14	46755 Fremont Blvd. Fremont, CA 94538 Tel: 510-460-1826
16	RKV Technologies, Inc. Johanna Bishop	Email	rkvprocurere@rkvtechnologies.com YZV	08/20/14	Pending contact information
17	Computing System Innovations Charisse Hernandez	Email	chernandez@csisoft.com YZV	08/20/14	791 Piedmont Wekiwa Rd Apopka, FL 32703 Tel: 407-598-1812
18	Fujitsu Imaging Products Group George S. Patrick	Email	gpatrick@us.fujitsu.com YZV	08/20/14	Tel: 704-966-0753
19	ImageSoft, Inc John Maynard	Email	jmaynard@imagesoftinc.com YZV	08/20/14	25900 W. 11 Mile Rd, Ste 100 Southfield, MI 48034 Tel: 248-948-8100 ex 207
20	Pro Archive Solutions Nathan Gautreau	Email	pas@proarchivesolutions.com YZV	08/20/14	Pending Contact Info.
21	PropertyInfo Corporation Sookie Pyo	Email	ssokpyo@stewart.com YZV	08/20/14	5730 Northest Parkway Ste 100 San Antonio, TX 78249 Tel: 210-366-9582
22	Xerox Government Systems, Inc Michael Hartman	Email	Michael.hartman@xerox.com YZV	08/20/14	Tel: 585-943-1843
23	CourtView Justice Solutions Mike Osman	Email	Mike.osman@courtview.com YZV	08/20/14	5399 Lauby Road Ste 200 North Canton, Ohio 44720 Tel: 330-470-0819
24	DocuTek, Inc. Ken Voiles	Email	kenvoiles@edocutek.com YZV	08/20/14	58050West 6th Ave., Unit 1B Lakewood, CO Tel: 303-722-5200

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: September 03, 2014 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "Records, Management & Imaging Process " – HIDALGO COUNTY CLERK'S OFFICE RFP NO.: 2014-286-09-03-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
25	Fidelity National Technology Imaging (FNTI) Collen Robertson	Email	Colleen.rebertson@fnf.com YZV	08/20/14	Tel: 408-942-1780 ext 307 Fax: 408-942-1260
26	Visual Data Software Corp. Rebecca Mason	Email	rmason@visualdatasoft.com YZV	08/20/14	1035 N 3rd Street Ste 102 Lawrence, KS 66044
27	Records Consultants Inc. (RCI) Chris Coryell	IP	badney@rcitech.com Signature	08/21/14	12829 Wetmore Rd San Antonio, TX 78247 Tel: 877-363-4127
28	ECS Imaging Inc. Gary A. Katz	Email	gary@ecsimaging.com YZV	08/21/14	Tel: 951-787-8768- x 120
29	Austin Winner	Email	winneraustin@gmail.com YZV	08/21/14	Pending requested contact info.
30	CMC Limited Smitakkshi Roy	Email	Smitakshi.roy@cmcltd.com YZV	08/22/14	Block 1B&1C, 6th Floor New Kokkata Township, Rajarhat, Kolkata-700156 Tel: 91-334-026-2000
31	IMERGE Consulting, INC Charmaine Brooks	Email	Charmaine.brooks@imergeconsult.com YZV	08/22/14	Tel: 208-343-1904
32	COMPU-DATA International, LLC Alexis A. Naranjo	Email	anaranjo@cdlac.com YZV	08/25/14	Tel: 281-292-1333 x 330 Fax: 281-966-1598
33	ReQuordit INC Adan Miranda	Email	Adan.miranda@requordit.com YZV	08/25/14	Tel: 312-332-9200 x213 Fax: 312-267-5341
34	Edoctec Sales Shauna Brown	Email	sbrwon@edoctec.net YZV	08/25/14	Tel: 254-715-5560
35	ImageNet Consulting Dan Lundy	Email	dlundy@imagenetconsulting.com YZV	08/26/14	Tel: 719-849-1959
36	ThirdWave Corporation Sergio Hernandez Fax: 310-312-9513		shernandez@thirdwavecorp.com YZV	08/26/14	11400 W. Olympic Blvd Ste 200 Los Angeles CA 90064 Tel: 310-914-0186

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: September 03, 2014 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "Records, Management & Imaging Process " – HIDALGO COUNTY CLERK'S OFFICE RFP NO.: 2014-286-09-03-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
37	Trimark Bob Gutierrez	IP	bkgfive@aol.com Signature YZV	08/26/14	Tel: 956-533-6074
38	Cott Systems, Inc Karen Bailey	Email	kbailey@cottsystems.com YZV	08/27/14	2800 Coirporate Exchange Dr Ste 300 Columbus, OH 43231 Tel: 800-234-2688 ext. 264
39	Vastec Chris Jadick	Email	Chris.jadick@vastec.com YZV	08/28/14	1101 Channelside Drive, Ste 100 Tampa, Florida 33602 Tel: 813-222-3204
40	Harris Recording Solutions Omar Parker	Email	oparker@harriscomputer.com YZV	08/28/14	Tel: 407-767-0570
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***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY CLERK OFFICE

PROPOSAL ACCEPTANCE DATE: SEPTEMBER 03, 2014 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "RECORD MANAGEMENT & DOCUMENT IMAGING PROCESS"

RFP NO: 2014-286-09-03-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGEMENT RECEIPT
#1	Xerox Gov't Record Service	√	√
#2	Property Info Corp.	√	√
#3	Kofile Systems Inc.	√	√
#4			
#5			
#6			
#7			
#8			

AI-46158 **Closed Session 23. C.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00392; Christina Mejia Gutierrez v. Hidalgo County Sheriff's Office, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/26/2014 01:38 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Monica Badillo Started On: 08/22/2014 02:03 PM

Final Approval Date: 09/05/2014

AI-46354 **Closed Session 23. D.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1418-12-G; Dora Herrera et. al vs. City of Pharr, Hidalgo County et. al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 08:50 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Monica Badillo Started On: 09/04/2014 05:16 PM

Final Approval Date: 09/05/2014

AI-46222 **Closed Session 23. E.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Daniel Silva, Sr., et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 04:18 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Monica Badillo Started On: 08/28/2014 02:12 PM

Final Approval Date: 09/05/2014

AI-46224 **Closed Session 23. F.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 04:19 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Aida Alvarez Started On: 08/28/2014 02:28 PM

Final Approval Date: 09/05/2014

AI-46226 **Closed Session 23. G.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Texas Department of Transportation

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 04:20 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Aida Alvarez Started On: 08/28/2014 02:31 PM

Final Approval Date: 09/05/2014

AI-46285 **Closed Session 23. H.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juan Chavez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 04:10 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Aida Alvarez Started On: 09/02/2014 03:06 PM

Final Approval Date: 09/05/2014

AI-46159 **Open Session 24. C.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00392; Christina Mejia Gutierrez v. Hidalgo County Sheriff's Office, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/26/2014 01:39 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Monica Badillo Started On: 08/22/2014 02:03 PM

Final Approval Date: 09/05/2014

AI-46355 **Open Session 24. D.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1418-12-G; Dora Herrera et. al vs. City of Pharr, Hidalgo County et. al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 08:50 AM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Monica Badillo Started On: 09/04/2014 05:17 PM

Final Approval Date: 09/05/2014

AI-46223 **Open Session 24. E.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Daniel Silva, Sr., et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 04:19 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Monica Badillo Started On: 08/28/2014 02:12 PM

Final Approval Date: 09/05/2014

AI-46225 **Open Session 24. F.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 04:20 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Aida Alvarez Started On: 08/28/2014 02:30 PM

Final Approval Date: 09/05/2014

AI-46227 **Open Session 24. G.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Texas Department of Transportation

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/28/2014 04:21 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Aida Alvarez Started On: 08/28/2014 02:33 PM

Final Approval Date: 09/05/2014

AI-46286 **Open Session 24. H.**

CC - REGULAR

Meeting Date: 09/09/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juan Chavez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 04:10 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Aida Alvarez Started On: 09/02/2014 03:08 PM

Final Approval Date: 09/05/2014