**AGENDA**
**HIDALGO COUNTY**
**COMMISSIONERS COURT**
**MEETING**
**March 17, 2015**
**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 -48932**
Update on 2015 legislative activities

**B.** **AI -48933**
Resolution to recommend the creation of a Unified Procurement Code for Texas

**C.** **AI -48923**
Discussion, consideration, and approval of the Advancing Career Education Initiative (ACE), under the Hidalgo County Literacy Program, as authorized under Section 381.004(b)(6) of the Texas Local Government Code.

**D.** **AI -48924**
1. Approval of order and Interlocal Agreement by and among City of McAllen, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of McAllen, Texas, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone

2. Appointment of one (1) board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of McAllen, Texas, Board of Directors (Bobby Villarreal was previously appointed by court on 2/4/15)

**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 -48930**
Discussion, consideration and all appropriate action to appoint an Interim Executive Director for Community Service Agency (CSA) to serve until such time as a permanent Executive Director is appointed

**D.** **AI -48817**
Approval to accept settlement check from Pronto General Agency in the amount of $110.94 to settle County property damages claim. (Precinct 4)

**E.** **AI -48831**
Approval to accept settlement check from State Farm Insurance Company in the amount of $2,097.62 to settle auto accident claim with County vehicle. (Facilities Management)

**F.** **AI -48832**
Approval to accept settlement check from Empower Insurance Company in the amount of $448.40 to settle auto accident claim with County vehicle. (Constable P3)

**G.** **AI -48872**
Approval to accept settlement Money Order from Ruben Gonzalez in the amount of $400.00 to settle auto accident claim with County vehicle. (Constable P4)

**H.** **AI -48869**
1. Approval to accept settlement offer from Apollo Managing General Agency in the amount of $8,855.00 to settle total loss auto accident claim with County vehicle. (Sheriff Office)

2. Approval to authorize Valde Guerra, Executive Officer, to sign Property Damage Release and Power of Attorney forms and any documents for title purposes to settle total loss auto claim with Apollo Managing General Agency.(Sheriff Office)

**8.** **Constables:**

**A.** **AI -48873** Constable Precinct No. 1
1. Authorization and approval to apply for the 2015 Memorial Day Click-IT-Ticket Grant , funded by the Texas Department of Transportation.
2. Authorization for County Judge, as authorized official, to sign required documents.

**B.** **AI -48724** Constable Pct.1 (1220)
1. Approval of certification of revenues, as certified by the County Auditor, for the 2015 LEOSE (Peace Officer Allocation) funds award received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2015 appropriation of funds for the Constable Pct.1 - LEOSE (1220) in the amount of $1,416.38

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

**A.** **AI -48894** Tax Office (1100) / Special Vehicle Inventory Fund (1246):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments:
2. Discussion, consideration, and approval of the following personnel actions, effective next full pay period of 03/23/15:

| Action | Fund | Dept/ Program | Slot# | Position Title | Current Budgeted Salary | Proposed Budgeted Salary | Total Adjustment |
|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0002 | Chief Deputy II | $76,407.00 | $76,407.00 | -0- |
| | 1246 | 140-003 | 0001 | | -0- | $5,000.00 | $5,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0003 | Mgr. Tax Coll's Section | $65,507.00 | $65,507.00 | -0- |
| | 1246 | 140-003 | 0002 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0004 | Mgr. MV License Section | $60,098.00 | $60,098.00 | -0- |
| | 1246 | 140-003 | 0003 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0006 | Mgr. Tax Assessing Section | $56,162.00 | $56,162.00 | -0- |
| | 1246 | 140-003 | 0004 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0007 | Accounts Report Spec | $54,349.00 | $54,349.00 | -0- |
| | 1246 | 140-003 | 0005 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0008 | Accountant IV | $52,002.00 | $52,002.00 | -0- |
| | 1246 | 140-003 | 0006 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0012 | Accountant III | $47,703.00 | $47,703.00 | -0- |
| | 1246 | 140-003 | 0007 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0138 | Internal Auditor III | $48,149.00 | $48,149.00 | -0- |
| | 1246 | 140-003 | 0008 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0005 | Chief Fraud Investigator | $54,203.00 | $54,203.00 | -0- |
| | 1246 | 140-003 | 0009 | | -0- | $3,000.00 | $3,000.0 |

3. Tax Office- Scofflaw Program (1100):

| Action | Dept/ Program | Slot# | Position Title | Proposed Budgeted Salary |
|---|---|---|---|---|
| Create | 140-004 | 0001 | Scofflaw Deputy Clerk I | $30,000.00 |
| Create | 140-004 | 0002 | Scofflaw Deputy Clerk I | $30,000.00 |

4. Approval of appropriation of funds for fund 1246.
5. Approval of revised salary schedules in accordance with Commissioners Court action.

**B.** **AI -48805** Tax Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval and consideration of the following personnel actions, effective next full pay period (03/23/15):

| **Action** | **Slot#** | **Dept/ Program** | **Position Title** | **Current Budgeted Salary/ Allowance** |
|---|---|---|---|---|
| Delete | 0020 | 140-001 | Deputy Clerk III | $40,347.00 |
| Auto Allowance (Remove) | | | | $1,500.00 |
| Delete | 0035 | 140-001 | Deputy Clerk II | $35,651.00 |
| Delete | 0123 | 140-001 | Administrative Asst III | $33,917.00 |
| Auto Allowance (Remove) | | | | $1,500.00 |

| | | | | |
|---|---|---|---|---|
| Delete | 0127 | 140-001 | Deputy Clerk I | $26,924.00 |
| Delete | 0137 | 140-001 | Accountant I | $32,769.00 |
| Auto Allowance (Add) | 0168 | 140-001 | Executive Asst I | $1,500.00 |
| Auto Allowance (Add) | 0169 | 140-001 | Executive Asst II | $1,500.00 |
| Create | 0172 | 140-001 | Deputy Clerk II | $30,000.00 |
| Create | 0173 | 140-001 | Deputy Clerk II | $30,000.00 |
| Create | 0174 | 140-001 | Deputy Clerk II | $30,000.00 |
| Create | 0175 | 140-001 | Budget Clerk II | $32,620.00 |
| Auto Allowance (Add) | | | | $1,500.00 |
| Create | 0176 | 140-001 | Data Entry Clerk II | $20,235.00 |
| Create | 0177 | 140-001 | Data Entry Clerk II | $20,235.00 |

2. Approval of revised salary schedule in accordance with Commissioners Court approval.

**C.** **AI -48927** 92nd DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval, and consideration of the following personnel actions, effective next pay period of 03/23/2015:

| Action | Slot No. | Dept/Program | Current Position Title | Current Budgeted Salary | Proposed Budgeted Salary | Total Adjustment |
|---|---|---|---|---|---|---|
| Salary Adjustment (Decrease) | 0002 | 001-001 | Court Coordinator | $76,249.00 | $66,000.00 | ($10,249.00) |
| Salary Adjustment (Decrease) | 0003 | 001-001 | Bailiff | $52,207.00 | $49,381.00 | ($2,826.00) |
| Salary Adjustment (Increase) | 0004 | 001-001 | Assistant Court Coordinator | $48,925.00 | $62,000.00 | $13,075.00 |

3. Approval of revised salary schedule in accordance with Commissioners Court action.

**D.** **AI -48718** Sheriff's Office - Jail (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval and consideration of the following personnel actions, effective next full pay period (03/23/15):

| Action | Slot# | Dept/Program | Position Title | Current/Proposed Budgeted Salary |
|---|---|---|---|---|
| Delete | 0398 | 280-002 | Community Service Specialist | ($31,404.00) |
| Create | 0424 | 280-002 | Plumber I | $32,928.00 |

3. Approval of revised salary schedule in accordance with Commissioners Court action.

**E.** **AI -48711** DA Criminal (1100) / DA Investigation HB65 (1223):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval, and consideration of the following personnel actions, effective next pay period of 03/23/2015:

| Action | Slot# | Dept/ Program | Current Position Title | Current Salary | Proposed Salary | Net Change |
|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| Salary Adjustment | 0052 | 080-002 | Accountant IV | $48,644.00 | $46,322.00 | $(2,322.00) |
| | 0033 | 080-007 | | $6,678.00 | $6,678.00 | 0.00 |
| | | | **Totals:** | **$55,322.00** | **$53,000.00** | **$(2,322.00)** |
| Salary Adjustment | 0085 | 080-002 | Administrative Asst I | $24,087.00 | $26,409.00 | $2,322.00 |
| | 0089 | 080-007 | | $4,913.00 | $ 4,913.00 | 0.00 |
| | | | **Totals:** | **$29,000.00** | **$31,322.00** | **$2,322.00** |

3. Approval of revised salary schedules in accordance with Commissioners Court action.

**F.** **AI -48776** Pct 2 Admin & Rd. Maintenance (1200) / Planning & Engineering Department (1200):
1. Approval to change the funding source from Pct 2 Administration & Rd Maintenance to Planning & Engineering to the following (5) positions/employees:

| EMPLOYEE NO. | POSITION TITLE | CURRENT SLOT NO. | CURRENT ACCOUNT NAME/NO. | PROPOSED SLOT NO. | PROPOSED ACCOUNT NAME/NO. |
|---|---|---|---|---|---|
| 204544 | CONSTRUCTION INSPECTOR | 0087 | PCT 2 RD MAINTENANCE 5-1200-431-00-122-006-0 | 0003 | PLANNING & ENGINEERING 5-1200-431-00-210-002-0 |
| 175412 | ENGINEERING TECHNICIAN IV | 0088 | | 0004 | |
| 196142 | ENGINEERING TECHNICIAN IV | 0089 | | 0005 | |
| 166618 | CONSTRUCTION INSPECTOR | 0094 | | 0006 | |
| 204170 | FIELD OPERATIONS INSPECTOR | 0017 | PCT 2 ADMINISTRATION 5-1200-431-00-122-005-0 | 0007 | |

2. Approval to revise the salary schedules in accordance with Commissioners Court action.

**10. District Attorney's Office:**

**A.** **AI -48910** Juvenile Drug Court Program Grant:
Requesting approval of resolution and approval to ratify the grant application for the Juvenile Drug Court Program from the Criminal Justice Division (CJD) of the Governor's Office.

**B.** **AI -48908** Domestic Violence Specialty Prosecutor Program Grant:
Requesting approval of resolution and approval to ratify the grant application for the Domestic Violence Specialty Prosecutor Program from the Criminal Justice Division (CJD) of the Governor's Office.

**11. Sheriff's Office:**

**A.** **AI -48828** Authorization and Approval to apply for the FY2015 State Criminal Alien Assistance Program (SCAAP) with the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice.

**B.** **AI -48720** Requesting consideration and approval on the acceptance of a donation of one (1) male Shepherd dog to the Hidalgo County Sheriff's Office by Francisco Guerrero. The K-9 will be used for law enforcement functions. Upon the K-9's retirement, separation and/or impeding medical conditions the K-9 will be returned to Francisco Guerrero.

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

**A.** **AI -48735** Presentation for discussion, consideration, acceptance and approval of a New Car Dealer Agreement between Hidalgo County and Penske Automotive Group (PAG McAllen T1, LLC DBA Toyota of Pharr and PAG McAllen H1, LLC DBA Hyundai of Pharr). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Penske Automotive Group agrees to comply with the requirements of the WebDealer System of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

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

**A.** **AI -48853** Requesting approval to submit grant application to renew the Infectious Disease Control Unit program in the amount of $73,450.00 for the period of 09/01/2015 through 08/31/2016

**B.** **AI -48854** Requesting approval to accept the Health Promotions & Chronic Disease Prevention grant contract amendment #2015-047239-001A. The purpose of this Amendment is to change the Statement of Work to read contractor will submit monthly reports as directed by DSHS. This Amendment is effective 03/17/2015.

**C.** **AI -48664** Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of the Sliding Fee Schedules effective March 17, 2015. The Sliding Fee Schedules have been revised based on the Federal Poverty Level.

**D.** **AI -48616** Requesting approval of the Data Use Agreement between The Texas Health and Human Services Enterprise and Hidalgo County Health Department. The purpose of this Agreement is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information and describe rights and obligations with respect to the Confidential Information and the limited purpose for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information.

**E.** **AI -48614**

1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $81,512.85. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of $81,512.85.

**F.** **AI -48773** CPS / HAZARDS (1293)
Requesting approval to notify the Texas Department of State Health Services to end the CPS/HAZARDS grant contract #2015-001134-01 on 06/30/2015. The purpose is to initiate debundling of state contracts to commence new grant contract with federal program fiscal year of 07/01/2015.

**G.** **AI -48777** For clarification purposes of action taken by Commissioner's Court on 10/14/14, AI-46739 to include additional furnishings & equipment conveyed by the Texas Department of State Health Services for the John Austin Pena Center.

**H.** **AI -48612** Requesting approval of the Memorandum of Understanding between Remote Area Medical and The County of Hidalgo. Remote Area Medical in conjunction with Operation Lone Star will provide free expanded medical services to the residents of Hidalgo County.

**I. Health Care Funding District:**

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

**J. Indigent Health Care Program:**

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

**2.** **AI -48733** Approval to pay Safeguard Universal, LLC invoice 25621 in the amount of $1,410.00 (PO 719506)

**14. Emergency Management - Ricardo Saldana:**

**A.** **AI -48891**

1. Presentation, discussion and authorization to allow Ricardo Saldana, Hidalgo County Emergency Management Coordinator, to sign any and all documents related to the 800MHz transition process of the county's radio system as required by the FCC.

2. Presentation, discussion and authorization to submit written notice of change to Motorola Solutions and Sprint Nextel of Texas, Inc.

**15. IT Department - Renan Ramirez**

**A.** **AI -48702** DISTRICT ATTORNEY'S OFFICE
Authorization and approval to purchase new wireless device with service through the County' membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

| Description: | Employee Name / ID: | Service Plan: |
|---|---|---|
| New Data Card Activation | Cynthia Sepulveda / 057886 | 4G Mobile Broadband Unlimited @ $37.99/month |

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

**A.** **AI -48936** Urban County Program on behalf of the City of Mercedes is requesting authority to purchase furniture for the Dr. Hector P. Garcia Memorial Library. Purchase will be made from Library Interiors of Texas (contract # 14/022CG-07) through Hidalgo County's membership/participation with Harris County Department of Education (HCDE) Choice Partners awarded vendor. The total amount of purchase is $15,374.59, utilizing FY 27 (2014) Public Service (General) – Library funds and the City of Mercedes General funds.

**B.** **AI -48937** Urban County Program on behalf of the City of Mercedes is requesting authority to purchase equipment for the Mercedes Recreational Center. Purchase will be made from CDW-G, Inc.(contract # NJPA 100614 technology catalog) an approved vendor through Hidalgo County's membership and participation with the National Joint Powers Alliance. The total amount of purchase is $11,699.84, utilizing FY 27 (2014) Public Service (General) - Mercedes Recreational Center funds.

**C.** **AI -48893** Urban County Program on behalf of the **City of Weslaco** is requesting authority to purchase five (5) seat lounge sofas for the Public Library. Purchase will be made from Gateway Printing & Office Supply, Inc. (TXMAS # 11-71050) an approved vendor through Hidalgo County's membership and participation with TXMAS. The total amount of purchase is $5,393.90, utilizing FY 25 (2012) Weslaco – Public Service (general) line item.

**D.** **AI -48874** Urban County Program on behalf of the **City of Mercedes** is requesting *authority to purchase* thirty (30) computers for the **Mercedes Recreational Center**. Purchase will be made from Dell (contract # DIR-SDD-1951) an approved vendor through Hidalgo County's membership and participation with the Department of Information Resources. The total amount of purchase is $24,277.50, utilizing FY 27 (2014) Public Service (General) - Mercedes Recreational Center funds.

**E.** **AI -48704** Requesting authorization to amend the subrecipient contract with Mujeres Unidas under the Emergency Solutions Grant (ESG) Program for FY 2014. The amendment will not change the current budget, but will delete the Rapid Re-Housing activities. This will allow Mujeres Unidas to serve more participants through their facility operations.

**F.** **AI -48731** Urban County Program on behalf of the City of Mercedes is requesting approval for the purchase and shipping of two (2) commercial grade arcade consoles for the Mercedes Recreational Center from Game Room Champ Store in the total amount of $5,399.98, utilizing FY 27 (2014) Public Service (General) - Mercedes Recreational Center funds.

**G.** **AI -48654** Urban County Program is requesting authority to purchase computer equipment through Hidalgo County's membership and participation with DIR (Department of Information Resources) approved vendor DELL Marketing, LP., (contract # DIR-SDD-1951) in the amount of $31,446.48 (quotes attached hereto) to include shipping fees. Common Fund under UCP Year 22 (2009) Public Facility Improvements (Peñitas Library) funds will be utilized.

**H.** **AI -48768** The Urban County Program on behalf of City of Peñitas, is requesting consideration and action to approve a purchase order to 2GS, LLC in the amount of $24,448.00 for a Street Improvements project, utilizing funds from the UCP Year 25 (2012).

**17. Auditor's Office - Ray Eufracio:**

**A.** **AI -48816** Requesting approval to submit the "Pro Rata Tobacco Settlement Distribution County Expenditure Statement - 2015" to the Department of State Health Services, and authorize County Judge to execute the report.

**18. Planning Department - T.J. Arredondo:**

**A.** **AI -48741** 1. Final Approval with Financial Guarantee
a. Sunflower Gardens Subdivision – Pct. 4 (Richard Ruppert)

**19. Precinct #2 - Comm. Cantu:**

**A.** **AI -48856**
1. Approval of Amendment No. 1 to Interlocal Cooperation Agreement between Hidalgo County Drainage District No. 1 and Hidalgo County (LJ Drain)
2. Approval of Closing documents for Sale of certain real property known as LJ Drain and Authority for County Judge to execute same

**B.** **AI -48884**
Requesting approval to accept counter offer to purchase a tract of land known as Parcel 15A for the Pct. #2 - FM 2061 Jackson Rd. TxDOT Project. (CSJ#1939-02-021)

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

**A.** **AI -48784**
1. Discussion and approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Palmview, Texas concerning certain improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road.

2. In accordance with section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement project regarding certain road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road

**21. Precinct #4 - Comm. Palacios:**

**A.** **AI -48889** Resolution in honor of Janice Montemayor for being selected as the 2015 Youth of the Year from the Boys & Girls Clubs of Edinburg and the Boys & Girls Clubs of South Texas

**B.** **AI -48827** Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $52.31 for the air emissions fees.

**22. HIDTA - Task Force:**

**A.** **AI -48748** Authorization, approval and execution of Service Agreement for continual internet and domain name (network and email) service between the Hidalgo County HIDTA Task Force with Time Warner Cable (Req#272994)

**B.** **AI -48767** Requesting authorization to amend the Hidalgo County HIDTA Task Force Citibank Credit Card Account to reflect current HIDTA agents. New agents will abide with the "Hidalgo County HIDTA Task Force Credit Card Use Policy" as approved by Commissioners' Court on 06/21/11. The adjustments are as follows:

| Action | Employee No. | Position Title |
|---|---|---|
| Add | 207900 | Commander |
| Add | 208035 | Assistant Commander |
| Add | 208159 | Criminal Investigator |
| Add | 208485 | Criminal Investigator |
| Delete | 043354 | Commander |
| Delete | 072192 | Assistant Commander |
| Delete | 121193 | Criminal Investigator |
| Delete | 037524 | Criminal Investigator |

The amendment is consistent with the strategies and policies of Hidalgo County, the Office of National Drug Control Policy and the Hidalgo County HIDTA Task Force Credit Card Use Policy.

**C.** **AI -48740** HIDTA Task Force (1291)
1. Authorization and approval to accept award no. G15SS0002A, Supplement Number 1 Cooperative Agreement between the Hidalgo County and the Executive Office of the President, Office of National Drug Control Policy in the amount of $550,621.00 for grant period from 01/01/15 to 12/31/16.
2. Approval of certification of revenues as certified by the County Auditor's office.
3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force in the amount of $550,621.00
4. Approval of salary redistribution of funds as per Exhibit A, effective April 6, 2015.
5. Approval to revise the salary schedule in accordance with Commissioners Court action.

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

**A.** **AI -48678** TxDOT Precinct No.1 (1315):
1. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $4,692.62 for the County's participation for Construction and Construction Engineering Direct State Costs as per Advanced Funding Agreement for the CR 229 (Mile 17 1/2 Road) at Drainage Ditch off system bridge project (CSJ: 0921-02-290).

2. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $7,881.93 for the County's participation for the completion of the acquisition/utility relocation process as per Advanced Funding Agreement for the Champion St. to US281 project (CSJ: 0863-01-057).

**B.** **Budget Appropriations:**

**1.** **AI -48898** CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $428,508.64 to fund the purchase of heavy equipment and various road projects.

2. **AI -48743** Co. Clerk's Record Mgmt (1237):
Approval of 2015 appropriations of funds in the amount of $430,230.00.

3. **AI -48847** Tax Office Special Vehicle Inventory (1246):
Approval of 2015 appropriation of funds for the Tax Office Special Vehicle Inventory Fund in the amount of $65,000.00 to fund various operating expenditures.

4. **AI -48865** Special Revenue & Internal Service Funds:
Approval of 2015 appropriation of funds to fund various PO rollovers.

**24. 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 -48906**
Requesting authorization and approval to purchase One (1) New or Newer 2015 Chevrolet Tahoe LS through the County's membership/participation with Buyboard's awarded vendor, Country Caldwell Chevrolet/Ford (Contract #430-13) in the amount of **$35,665.00** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-112-OGG)

2. **AI -48880**
Presentation of sole vendor submitting the most responsible and lowest bid received (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for the purpose of award with approval of contract for RFB titled: Hidalgo County "Lease and/or Service of Portable Toilets": 2015-053-03-11-HGO.

3. **AI -48866**
A. Pursuant to action taken by HCCC 03-03-15 Regular Agenda 6.F. AI#48701 under TxLGC, Ch/Sect. 381.004(b)(6) & (c)(1), requesting exemption from competitive procurement requirements under TxLGC, Ch/Sect. 262.024(a)(10), 'work performed under a contract for community and economic development made by a county';

B. Acceptance and approval of an agreement between Hidalgo County and VIDA for the administration of the "**A**dvancing **C**areer **E**ducation (**ACE**) Initiative" for the Hidalgo County Literacy Program subject to legal counsel's, HC-DA/Civil Div. final approval.

4. **AI -48830**
A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C)-an item that only be obtained from one source;

B. Requesting approval of a ***"Sole Source Declaration"*** for **CSS Technology, Inc**. d/b/a **EN-1 Roadbond Service Company** for the provisions of "**EN-1 Road Stabilizer Material"** for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources) with said declaration to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court;

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase **EN-1 Road Stabilizer Material** offered only from **CSS Technology, Inc.** d/b/a **EN-1 Roadbond Service Company** as sole sourced herein.

5. **AI -48628**
Presentation of bids received (as detailed in tabulation sheet contained herein) for the purpose of awarding to the responsible vendors submitting lowest /best bids and meeting all specifications and/or requirements including the approval of contracts for Request for Bid titled: Hidalgo County (all funding sources, programs & entities) - "Type D Hot Mix Asphalt (Gravel & Limestone" through project No." 2015-026-02-11-SGS. Awarding to Frontera - (Limestone) & Valley Caliche- (Gravel)

6. **AI -48800**
Ratification of fully executed Change Order No. 7 (increase of $9,182.20) in connection with "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building," to awarded contractor D.Wilson Construction Company for the following: installation of furr-down CC meeting room (to raise vestibule ceiling); install ceiling access panel (A/C system sensor); delete installation labor (Tack Room); delete electrical outlets (DAIT area); work delay (sprinkler equip. repairs); installations-revised access control plan.

**B. Constables**

1. **AI -48900**
Requesting authorization and approval to purchase Three (3) New or Newer 2015 Ford Police Interceptor's through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the amount of **$76,085.50** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-111-OGG)

2. **AI -48905**
Requesting authorization and approval to purchase Three (3) New or Newer 2015 Chevrolet 1500 4x4 Crewcab's through the County's membership/participation with Buyboard's awarded vendor, Country Caldwell Chevrolet/Ford (Contract #430-13) in the amount of **$87,490.00** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-111-OGG)

3. **AI -48907**
Requesting authorization and approval to purchase Two (2) New or Newer 2015 Ford PI Sedan (Taurus) & Four (4) 2015 Ford Explorer Police Interceptor through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the combined total of **$145,822.40** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-113-OGG)

4. **AI -48909**
Requesting authorization and approval to purchase One (1) New or Newer 2015 1500 Ram Quad Cab Tradesman through the County's membership/participation with Buyboard's awarded vendor, Cowboy Motor Company LC/ Cowboy Chyrsler-Dodge-Jeep (Contract #430-13) in the amount of **$27,178.08** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-113-OGG)

**C. Executive Officer**

1. **AI -48913**
**Safety Division:**
Requesting authorization and approval to purchase Four (4) New or Newer 2015 Ford F-150 Extended Cabs 4x2 through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of **$87,244.00** which includes delivery and a one time Buyboard administration fee. (Project # 2015-116-OGG)

**D. County Judge's Office**

1. **AI -48911**
Requesting authorization and approval to purchase One (1) New or Newer 2015 Ford Expedition through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of **$29,001.00** which includes delivery and a one time administration fee of $400.00. (Project #2015-114-OGG)

**E. Pct. 1**

**1. AI -48876**

Approval of the First (1st) Amendment to the current construction contract C-14-362-10-28 between Hidalgo County Precinct No. 1 and 2GS, LLC for the provision of additional construction services in connection with Precinct #1 -Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road).

**F. Pct. 2**

**1. AI -48931**

A. Acceptance and approval to execute the final form of a Professional Engineering Agreement (subject to legal counsel's review)with L&G Engineering, for "On-Call Services for Road and Bridge, CIP, and other Projects in General," for Pct 2, and as approved for negotiations on CC 2/17/15;

B. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $375,918.70) as submitted by project engineer, L&G Engineering for engineering services for "a Feasibility Study on East Eldora Rd.; West Eldora Rd.; Sioux Rd; Overpass at US 83 and 2nd St; and Cesar Chavez Rd" within Hidalgo County Pct. No. 2 through Contract #C-15-097-03-17.

**2. AI -48917**

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering 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 professional construction materials testing and geo-technical testing services for Pct No.2 "ON CALL SERVICES".

| Evaluators | Earth Co. | PSI Engineering | L&G Engineering |
|---|---|---|---|
| Scoring | 88 | 90 | 93 |
| Ranking | | | |

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for construction materials testing and geo-technical testing services for Pct No.2 "ON CALL SERVICES".

**3. AI -48879**

A. Pursuant to Tx. LGC, Chapters/Sections, 263.151(2)(B)(C)(D) and 263.152(a)(2), action to declare six (6) [tractor/mower] units "Surplus"[detailed & described in the Exhibit attached herein] and approval to dispose of the units for the purpose of disposition as "trade-ins" toward the acquisition of new units;

B. Requesting authority to purchase three (3) tractors (as detailed in supporting documentation)through John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #447-14 to include;

1. Three (3) JD 5065E Utility Tractors in the amount of $ 94,262.64, and;
2. Three (3) JD MX7 Lift-Type Rotary Cutter-540 RPM PTO in the amount of 10,827.30;

less trade-in value for 6 Units in the amount of $52,500.00 for a final total of (a) & (b) of $52,589.94 which includes fees.

**4. AI -48848**

Requesting acceptance and approval of Work Authorization No. 2 (with an estimated cost of $170,237.76) as submitted by L&G Engineering, Contract No. C-15-046-03-03, to provide a complete Right of Way Map and Parcel Descriptions for the the needed ROW along the proposed Pct 2 Regional Hike & Bike Trail Project.

**G. Pct. 4**

1. **AI -48842**
   Ratification and approval declaring that AIA (form of agreement), Article 9.10.2 (2,3,5) in relation to maintenance of insurance by the general contractor until final payment became moot as County occupied and insured the building for the project "Hidalgo County Precinct No. 4 -Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX", contract # C-13-234A-10-22.

2. **AI -48717**
   Requesting approval of a professional architectural "on call" services agreement with MATA-GARCIA ARCHITECTS, LLP for the purposes of Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services on a "per project basis" for County-owned Buildings/Structures located within Hidalgo County Precinct No. 4, through the forms of an AIA Agreement and as selected for negotiations through County's protocol under the "POOL" of Architects.

## H. Health & Human Services Dept.

1. **AI -48713**
   Acceptance of the scoring/evaluation grid for the purpose of Commissioners' Court to declare as "Qualified" both responses received for RFQ-2015-021-01-14-"Substance Abuse Treatment and Primary Care Services for Adolescents" from;

   a) University of Texas Rio Grande Valley/University Texas Health Sciences Center San Antonio UTRGV/UTHSCSA-focus on Primary Care' and,
   b) University of Texas Pan American - focus on Education

   so as to proceed with the next phase of the procurement process.

2. **AI -48861**
   Acceptance and approval of the substitution of awarded vendor, Quest Diagnostics, Inc. Self Insured Umbrella Policy in lieu of the General Liability Insurance as compliant with Hidalgo County's-RFB Specification ,Exhibit C, for "Laboratory Services so as to get legal's approval of contract documents and proceed to execute same.

## I. WIC

1. **AI -48732**
   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 Mobile Lactation Consultant, DBA, Daly Enterprises, Inc. for the purchase, and access of database and software sold and distributed exclusively by Daly Enterprises Inc. and other related, present and future services to be used by Hidalgo County WIC Program and Other Applicable County Departments/Agencies (to include all funding sources) with said declaration to remain in effect while access authorization is in place or until revoked by HCCC;

## J. Budget & Management

1. **AI -48747**
   Requesting approval of an (On Call) "professional surveying services" agreement with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for: "Surveying Services" for "COUNTY OWNED PROPERTIES" located within HIDALGO COUNTY.

2. **AI -48749**
   A. Presentation of scoring grid (for the purposes of ranking by CC) the responses received graded and evaluated in connection with RFQ No. 2015-001-02-11-YSS Workers' Compensation Loss and Funding Projections Study, in order to proceed forward with the negotiation portion of the procurement process;

| FIRMS | EVALUATOR 1 | EVALUATOR 2 | EVALUATOR 3 | TOTALS | AVERAGE SCORES |
|---|---|---|---|---|---|
| AMI Risk Consultants Inc | 98 | 97 | 95 | 290 | 96.6 |
| Lewis & Ellis, Inc. | 95 | 93 | 83 | 271 | 90.3 |

| | | | | | |
|---|---|---|---|---|---|
| Madison Consulting Group, Inc. | 91 | 89 | 90 | 270 | 90 |
| Oliver Wyman Actuarial Consulting Inc. | 84 | 85 | 83 | 252 | 84 |
| Rudd & Wisdom | 79 | 78 | 78 | 235 | 78.3 |
| IBC Insurance Buyers Council | 78 | 77 | 66 | 221 | 73.6 |

B. Requesting authority for Purchasing Department to enter into negotiations commencing with the number one (1) ranked proposer/vendor _____for: Workers' Compensation Loss and Funding Projections Study.

**K. Colonia Access Program Pct. 1**

**1. AI -48723**

A. Requesting approval of Work Authorization No. 1 for contract # C-CAP-14-397-10-28 (with Millennium Engineers Group, Inc.) with a proposed fee of $21,278.75 to provide construction materials testing services for Heidelberg Subdivision, a Pct No. 1 Border Colonia Round III project;
B. Requesting approval of Work Authorization No. 2 for contract # C-CAP-14-397-10-28 (with Millennium Engineers Group, Inc.) with a proposed fee of $3,408.75 to provide construction materials testing services for Lorenzana Subdivision, a Pct No. 1 Border Colonia Round III project.

**L. Sheriff's Office**

**1. AI -48895**

Requesting approval to purchase the following vehicles through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the total amount of $2,722,241.00 which includes shipping and a one time administration fee $400.00(Project #15-043-OGG).

a. (68) 2015 Chevrolet Tahoe PPV----------$ 2,025,516.00
b. (1) 2015 Chevrolet 1500 PU 4x2 PU CrewCab------ 31,827.00
c. (1) 2015 Chevrolet Tahoe 4x4 LT ---------- 41,316.00
d. (1) 2015 Chevrolet Tahoe LS ---------- 35,265.00
e. (4) 2015 Chevrolet 1500 PU 4x4 CrewCab ------- 116,120.00
f. (3) 2015 Chevrolet 1500 PU 4x4 CrewCab SB---- 79,797.00
g. (16) 2015 Chevrolet 1500 PU CrewCab ---------- 392,000.00

One Time Buyboard Administration Fee ---------- 400.00
Total Amount ----------$ 2,722,241.00

**2. AI -48897**

Requesting approval to purchase One (1) New 2016 Ford Explorer through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of **$24,436.00** which includes delivery and a one time administration fee of $400.00. (Project #2015-108-OGG)

**M. County Clerk**

**1. AI -48838**

A. Pursuant to Code of Criminal Procedures, 103.0031.Collections Contract, action to revert to the original Scoring Criteria/Values for Hidalgo County's RFP-2015-041-"Law Firm to Collect Hidalgo County Delinquent Judicial/JP Courts Fees & Fines-Phased Basis";

B. Presentation of Addendum #1 issued to address minor corrections and re-scheduling of RFP acceptance date from Wed., March 11, 2015 to Wed., April 1, 2015 so as to permit the gathering of data to answer vendor questions (timely submitted) by HC no later than Tuesday, March 24, 2015.

**25.** **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 -48818** Maricela Deleon v. Hidalgo County

**D.** **AI -48812** Claim of Wayne Faires

**E.** **AI -48882** Claim of Anabel Martinez

**26.** **Open Session:**

**A.** Real Estate Acquisition and appropriation for same

**B.** Pending and/or potential litigation

**C.** **AI -48819** Maricela Deleon v. Hidalgo County

**D.** **AI -48813** Claim of Wayne Faires

**E.** **AI -48883** Claim of Anabel Martinez

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

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

**29.** **Adjourn**

**AI -48932** **County Judge's Office** **6. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

**Department:** COUNTY JUDGE

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**Information**

**CAPTION**

Update on 2015 legislative activities

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 03:44 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Michael Leo Started On: 03/13/2015 02:46 PM

Final Approval Date: 03/13/2015

**AI -48933** **County Judge's Office** **6. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

**Department:** COUNTY JUDGE

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**Information**

**CAPTION**

Resolution to recommend the creation of a Unified Procurement Code for Texas

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

Resolution

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 03:15 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Michael Leo | | Started On: 03/13/2015 02:56 PM |
| Final Approval Date: 03/13/2015 | | |

Texas Unified Procurement Code (Texas UPC)

An Informational Paper by the Texas Public Purchasing Association (TxPPA)

TxPPA is an independent multi-agency organization for Public Purchasing Professionals across the great State of Texas. TxPPA began in 2008 with the merging of two established organizations, the Texas County Purchasing Association (TCPA), an organization of county purchasers, and the Texas Purchasing Management Association (TPMA), an organization of city purchasers. TxPPA's nearly 500 members represent 300 Texas cities, counties, schools, community colleges, universities, special districts, and state agencies.

Purchasing statutes in Texas have evolved over time, with changes in nearly every legislative session in recent history. The fractured structure of the existing system causes much inefficiency, as well as transparency issues for those wishing to do business with the different types of Governmental Agencies. For example, here are some of the statutes that govern procurement in Texas:

- *Government Code, Title 10, Subtitle D, State Purchasing and General Services*
- *Education Code, Chapter 44, Subchapter B, Purchases; Contracts*
- *Local Government Code, Chapter 252, Purchasing and Contracting Authority of Municipalities*
- *Local Government Code. Chapter 262, Purchasing and Contracting Authority of Counties*
- *Local Government Code, Chapter 271, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments*
- *Government Code, Chapter 2254, Professional Services Procurement Act*
- *Government Code, Chapter 2253, Bonding (requirements for certain public works contracts)*
- *Government Code, Chapter 2267, Contracting and Delivery Procedures for Construction (HB 628)*
- *Government Code, Chapter 2269, Contracting and Delivery Procedures for Design Build (HB 1050)*
- *Financial Management of Grants and Contracts (FMGC) – Texas Workforce Commission*
- *Water Code, Title 4, Chapter 49-Water Districts*

The impact to businesses that want to participate in governmental procurement in Texas is that they face a daunting task if they try to do business across multiple State entities. Strategies that work in counties don't work in cities, higher education or special districts. Likewise, strategies that work in secondary schools don't work with hospital districts or State entities like TxDOT. Also, procurement officials across all public entities must re-learn the system as they move professionally between agencies. This is also true for personnel in the State Auditor's Office as they must retool their skills as they move between agencies in auditing individual procurement organizations. This system also is difficult to modify, with unintended consequences due to the many places that are required to be researched during proposed changes.

Moving to a single, Unified Procurement Code would remove many of these barriers and simplify the process, *particularly for businesses seeking to do business with multiple State procurement entities.* This will lead to greater transparency in procurement across the State.

In 1979, the American Bar Association issued a *Model Procurement Code* document that set a base standard for procurement excellence. To date, the following have modified the base code in a single procurement document for their State:

- 1979 Arkansas, Kentucky
- 1980 Louisiana, Utah
- 1981 Maryland, South Carolina
- 1982 Colorado, Indiana
- 1983 Montana, Virginia, Guam
- 1984 New Mexico
- 1985 Arizona
- 1988 Alaska
- 1989 Rhode Island
- 1994 Hawaii
- 1998 Pennsylvania

In 1996, an effort was undertaken to create a UPC for Texas, with discussion at the legislative level, but there was not enough common interest to establish a single code. Since 1996, the various sections of Government Code that affect procurement have continued to become more complex and less transparent, with additional sections and bracket language for specific entities and procurement areas.

Immediately after TxPPA was founded in 2008, an initiative to create a UPC was started. The effort began by examining the existing statutes that have been adopted by other States. The New Mexico Statute was selected as a base code to build on. At each of its' quarterly meetings since 2008, TxPPA members have worked through the New Mexico Statute to determine what should be deleted, kept or modified for application in Texas. This work was completed in 2013 and TxPPA now has a draft "skeleton" document upon which to build a UPC that will combine all the existing statutes into one Unified Procurement Code for Texas.

TxPPA is requesting its' member entities pass a resolution of their governing body that demonstrates support of a unified code and requests the Texas Legislature to create an Interim Study Committee to examine the feasibility of a unified code based on the extensive work created by TxPPA. A sample resolution is attached. This effort will lead to a simpler, more transparent set of procurement rules for Texas that will benefit all participants in the system.

David K. Setzer, CSPM, C.P.M., CWE
President, Texas Public Purchasing Association
March 6th, 2015

# RESOLUTION TO RECOMMEND THE CREATION OF A UNIFIED PROCUREMENT CODE FOR TEXAS

**WHEREAS**, the County of Hidalgo is subject to Texas LGC, Chapters 262, 271 for its purchasing, and

**WHEREAS**, there are at least eleven distinct statues that govern public purchasing in Texas, and

**WHEREAS**, the number of statues under which Texas purchasing is conducted creates confusion for both the legislature, the public and the businesses that strive to provide goods and services to governmental entities, and

**WHEREAS**, the Texas Public Purchasing Association, TxPPA, and its nearly 500 members from 300 public entities across the State have been working on creating a structure for a unified code since 2008, and

**WHEREAS**, a single unified code, like that which exists in 16 other states would do much to create greater transparency in public purchasing;

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:**

Section 1: The County of Hidalgo supports the creation of a Unified Procurement Code in Texas.

Section 2: The County of Hidalgo requests the Texas Legislature to investigate the feasibility of creating a Unified Procurement Code for the State of Texas through all means at its disposal.

Section 3: This resolution shall be in effect as of March 17, 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

# TEXAS PUBLIC PURCHASING ASSOCIATION

PO Box 393, Richmond, TX 77406 ☆ (281) 610-8914 ☆

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Nelda Walters
Hood County
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txppa.org

March 6, 2015

Dear Public Purchasing Professional,

The Texas Public Purchasing Association is a statewide multi-agency organization for public purchasing professionals in Texas. TxPPA members represent cities, counties, schools, colleges, universities, special districts, and state agencies in Texas with over 500 members representing over 300 agencies in Texas. Our primary goal is the continuing education of our members, their agencies, our legislators, contractors and citizens.

I am writing you to propose a way of increasing the transparency of public procurement in Texas. A Texas Unified Procurement Code would provide standard procurement rules across all State entities, and would make us truly "Open for Business". There are at least 16 other States that have preceded Texas in establishing a Unified Procurement Code.

The attached white paper explains TxPPA's efforts to date to create a UPC for Texas. We need to document support for this initiative with agencies of all types across the State. TxPPA is requesting you to approach your governing body and pass a resolution supporting this effort. A sample resolution is attached to this email.

I hope you will agree there are many reasons to support a Texas Unified Procurement Code and that you can persuade your entity to join us in this effort. TxPPA is ready to provide any additional information that may be needed to clarify the issue for your entity. Please contact me if you have any questions.

Respectfully,

David Setzer, CPSM, C.P.M., CWE
President
Texas Public Purchasing Association
(817) 695-9187

www.txppa.org

**AI -48923** **County Judge's Office** **6. C.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Michael Leo, COUNTY JUDGE

**Department:** COUNTY JUDGE

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**Information**

**CAPTION**

Discussion, consideration, and approval of the Advancing Career Education Initiative (ACE), under the Hidalgo County Literacy Program, as authorized under Section 381.004(b)(6) of the Texas Local Government Code.

**BACKGROUND**

Hidalgo County Literacy Program previously approved by Court on March 3, 2015.

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**Fiscal Impact**

**Attachments**

backup

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 01:25 PM |
| Ivan Cantu | Ivan Cantu | 03/13/2015 03:58 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Michael Leo | | Started On: 03/13/2015 12:31 PM |
| Final Approval Date: 03/13/2015 | | |

**ADVANCING CAREER EDUCATION INITIATIVE "ACE"**
**HIDALGO COUNTY LITERACY PROGRAM**

WHEREAS, Hidalgo County (the "County") is authorized pursuant to Section §381.004 of the Texas Local Government Code, to develop and administer state and local economic development programs for the purpose of stimulating business and commercial activity in the County; and

WHEREAS, the Hidalgo County Commissioners Court created the "Hidalgo County Literacy Program" on March 3, 2015, under the authority of the Texas Local Government Code §381.004(b)(6), focused on assisting economically disadvantaged, underemployed & unemployed residents gain employment through skills development training for demand occupations; and

WHEREAS, pursuant to Section §381.004, the County is authorized to spend public funds and provide personnel and services of the county to develop such programs, and to contract with another entity for the administration of such an economic development program; and

**NOW, THEREFORE**, the County does hereby resolve and agree as follows:

1. The Commissioners Court shall hereby develop the Advancing Career Education Initiative ("ACE"), herein after referred to as the ("Initiative"), aimed to attain the objectives established by the Hidalgo County Literacy Program.

2. The Initiative is designed to develop a comprehensive literacy program for the benefit of county residents, focusing on skills development training for demand occupations with an emphasis on serving residents with barriers to employment in an effort to help them achieve long-term self sufficiency.

3. The Initiative's primary focus shall be on education and training the existing workforce to prepare county residents with skills needed for our increasing health care industry. By developing the quality of the workforce, it will empower the disadvantaged, underemployed & unemployed residents with the technical and academic tools necessary to become qualified candidates for job opportunities identified in the County.

4. The Initiative shall recognize the prospective growth and demand in the allied health industry, as well as other prospective industries. Coupled with fostering a trained workforce, the Initiative serves as a catalyst to stimulate local economic development, encouraging business location, and promoting commercial activity in the county. The result of which shall be to increase employment among eligible residents of the Hidalgo County in jobs that pay competitive wages with benefits and upward mobility.

**5.** The County may seek to collaborate with a qualified organization(s) or company(s), herein after referred to as the "Contractor(s)", in assisting with the administration of the Initiative by providing comprehensive literacy services to include job-training; attracting, retaining, and developing workforce talent; furthering the goals and objectives of meeting the needs of current industries, and supporting the development of future business location in the area.

Services may also include:

**(a)** Strengthening skills development and career advancement;
**(b)** Developing higher skills and higher wage jobs; and,
**(c)** Addressing professional shortage areas (e.g., allied health).

**6.** The Contractor shall be registered and licensed (if applicable) for the services being requested in the State of Texas, and shall demonstrate experience in, but not limited to:

**(a)** The field related to skills development programs, career counseling, training, and job placement support while working closely with students on their efforts of continuing education and the commitment needed for success.
**(b)** Establishing relationships working with community and private industry leaders at identifying, addressing and linking employers' needs and education programs to develop a skilled workforce within the county.

**7.** The Contractor shall be responsible for outreach, recruitment, intake and acceptance of a sufficient number of eligible residents for any proposed program.

**8.** The contractor shall be responsible for reporting to the County as to the progress of this County Initiative under the Hidalgo County Literacy Program, as further detailed in the service agreement.

Approved this _____ day of March, 2015.

**Hon. RAMON GARCIA**
County Judge

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

**Hon. EDUARDO "EDDIE" CANTU**
County Commissioner, Pct. 2

**Hon. JOE M. FLORES**
County Commissioner, Pct. 3

**Hon. JOSEPH PALACIOS**
County Commissioner, Pct. 4

**Attest: Hon. ARTURO GUAJARDO**
Hidalgo County Clerk

**AI -48924** **County Judge's Office** **6. D.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

**Department:** COUNTY JUDGE

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**Information**

**CAPTION**

1. Approval of order and Interlocal Agreement by and among City of McAllen, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of McAllen, Texas, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone

2. Appointment of one (1) board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of McAllen, Texas, Board of Directors (Bobby Villarreal was previously appointed by court on 2/4/15)

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

order

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 01:26 PM |
| Ivan Cantu | Ivan Cantu | 03/13/2015 04:27 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Michael Leo Started On: 03/13/2015 12:41 PM

Final Approval Date: 03/13/2015

**ORDER APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF MCALLEN, TEXAS IN CONNECTION WITH REINVESTMENT ZONE NUMBER ONE, CITY OF McALLEN, TEXAS**

***WHEREAS***, representatives of the **CITY OF MCALLEN, TEXAS** (the "***City***") have advised **HIDALGO COUNTY, TEXAS** (the "***County***") that pursuant to Ordinance No. 2014-75 adopted by the City Commission of the City on December 22, 2014, the City created **REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS** (the "***Zone***") in accordance with the provisions of Chapter 311, Texas Tax Code, as amended (the "***Act***"); and

***WHEREAS,*** the City has also advised the County that the Zone contains more than 2000 acres of contiguous property which is currently predominately vacant and used for agricultural purposes, and that the proposed development will add over $2,000,000,000.00 to the tax rolls of the County, will eliminate the County's costs for street maintenance and emergency services within the Zone due to the City providing such services, and will require the use of recycled water and availability of high speed fiber date service to each future home and business in the Zone, resulting in significantly more tax revenue to the County and less street maintenance and emergency services cost than would likely occur without the establishment and development of the Zone; and

***WHEREAS,*** the County determined on November 18, 2014, that the Tres Lagos Development Project for the Zone (as such project is described in the proposed Interlocal Agreement, as defined below)**,** satisfied the requirements of Section VI.3.a.ii of the then applicable Amended and Restated Tax Increment Reinvestment Zone Participation Policy for Hidalgo County (as such policy was amended on March 10, 2015, the "***TIRZ Policy***"), and would authorize County participation at an amount not to exceed 100% of the Applicable M&O Tax Rate, as such term is defined in the TIRZ Policy, for a term of up to 30 years; and

***WHEREAS,*** a Joint City and County Committee reviewed the merits and desirability of the proposed Zone and has recommended the City participate at a level of 80% of the City's M&O tax rate and the County participate at a level of 77% of the Applicable M&O Tax Rate, each for a term of 30 years, and the City has formally requested the County to participate in the Zone on such terms; and

***WHEREAS***, on November 18, 2014, the County, by resolution, based on the factors expressed therein, expressed its intent to participate in the Zone subject to conditions set forth in such resolution, including annexation of the land by the City, provision of services within the Zone by the City and the execution of an acceptable interlocal agreement between the City and the County; and

***WHEREAS***, representatives of the City have advised the County that pursuant to Ordinance No. 2014-65 adopted by the City Commission of the City on December 22, 2014, the City took the necessary action to annex the required land within the Zone and to adopt a plan for the provision of services to such land, all subject to the conditions set forth therein including the execution of an acceptable interlocal agreement between the City and the County; and

***WHEREAS,*** based on the benefits and special circumstances for economic development that will be generated through the creation of, and participation by the County in, the proposed project in the Zone, the City and the County now deem it necessary and appropriate to enter into an interlocal agreement for the purposes of establishing their obligations with respect to the payment of tax increment revenues generated from certain ad valorem taxes levied within the Zone, as permitted by the Act, , all as set forth in that certain *Interlocal Agreement* between the City and the County relating to the Zone (the "***Interlocal Agreement***"); and

***WHEREAS***, representatives of the City have advised the County that pursuant to Ordinance No. 2015-___ adopted by the City Commission of the City on March 9, 2015, the City adopted the Interlocal Agreement; and

***WHEREAS***, a substantially final draft of the Interlocal Agreement has been presented to and reviewed by the staff and the Commissioners Court of the County, and the Commissioners Court of the County has determined that it is necessary and appropriate to assist with financing the project, and will be beneficial to the Zone, by approving the Interlocal Agreement to accomplish the purposes set forth therein; and

***WHEREAS,*** based on information submitted to the County by the City and the Zone, the County has determined that pursuant to Section VI.3.a.ii. of the TIRZ Policy (as currently in effect) the special circumstances exist with respect to the Project such that the County will participate in the Zone at the rate and for the duration as set forth in the Interlocal Agreement;

**NOW THEREFORE**:

***BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY TEXAS:***

**SECTION 1. APPROVAL OF INTERLOCAL AGREEMENT.** The Interlocal Agreement is hereby approved in substantially the form attached hereto as Exhibit "I", with such changes thereto as are approved by the County Judge of the County, with advice of attorneys for the County, and the County Judge of the County is authorized to execute, and the County Clerk of the County is authorized to attest, the Interlocal Agreement on behalf of the County and deliver same, and when executed and delivered by all of the parties thereto, the Interlocal Agreement shall become a valid and binding obligation of the County in accordance with its terms.

**SECTION 2. ENFORCEABILITY OF ORDER.** If any section, paragraph, clause, or provision of this Order shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order. In case any obligation of the County authorized or established by this Order or the Interlocal Agreement is held to be in violation of law as applied to any person or any circumstance, such obligation shall be deemed to be the obligation of the County to the fullest extent permitted by law.

**SECTION 3.** **INCORPORATION OF RECITALS**. The Commissioners Court hereby finds that the statements set forth in the recitals of this Order are true and correct, and the Commissioners Court hereby incorporates such recitals as a part of this Order.

**SECTION 4.** **EFFECTIVE DATE**. This Order shall become effective immediately from the date of its passage by the Commissioners Court.

**PASSED, APPROVED and ADOPTED this 17th day of March, 2015.**

**HIDALGO COUNTY, TEXAS**

By:_____
Ramon Garcia
County Judge
Hidalgo County, Texas

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

# EXHIBIT I TO COUNTY ORDER

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF MCALLEN, TEXAS, AND HIDALGO COUNTY, TEXAS FOR REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS

**AI -48930** **Executive Office** **7. C.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Discussion, consideration and all appropriate action to appoint an Interim Executive Director for Community Service Agency (CSA) to serve until such time as a permanent Executive Director is appointed

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 02:18 PM |
| Obdett Calzada | Obdett Calzada | 03/13/2015 03:05 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Monica Badillo Started On: 03/13/2015 02:07 PM

Final Approval Date: 03/13/2015

**AI -48817** **Executive Office** **7. D.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Roy Quintanilha, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

Approval to accept settlement check from Pronto General Agency in the amount of $110.94 to settle County property damages claim. (Precinct 4)

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

GEN FUND-MISC REV-INSURANCE CLAIMS

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**Attachments**

Pronto General Agency Settlement Check

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/10/2015 09:11 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Aida Alvarez | | Started On: 03/09/2015 04:04 PM |
| Final Approval Date: 03/13/2015 | | |

CASH ONLY IF ALL *CheckLock*™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

PRONTO

**PRONTO GENERAL AGENCY**
Claims (ZBA)
CEM Insurance Company
P.O. Box 3267
Brownsville, TX 78523

THE FROST NATIONAL BANK
WWW.FROSTBANK.COM
30-009/1140

20213

2/24/2015

PAY TO THE ORDER OF Hidalgo County $**110.94

One Hundred Ten and 94/100********** DOLLARS

Hidalgo County
9805 N. 10th. St.
McAllen, TX. 78504

Void After 90 Days

There will be a $30.00 fee for any reissued check

MEMO 95688

⑈020213⑈ ⑆114000093⑆ 800363251⑈

**PRONTO GENERAL AGENCY** 20213

| | | | |
|---|---|---|---|
| Hidalgo County | | 2/24/2015 | |
| Funds Held in Escrow - CEM:Cash+Cks | Full & Final PD Settlement | | 110.94 |

| | | |
|---|---|---|
| Frost Claims- CEM In | 95688 | 110.94 |

**DELTA SPECIALTIES SIGNS & SUPPLY**

10205 E. Hwy 107 - Edinburg, TX 78542

Phone # 956-316-1626
Fax # 956-318-1316
1-800-281-STOP (7867)
sales@deltasignsupply.com
www.deltasignsupply.com

Delta Specialties Signs & Supply has over 27 years of experience in Traffic Control Sign Supplies and Installations.

# QUOTE

| Date | Quote # |
|---|---|
| 2/13/2015 | 10487 |

**Name / Address**

Hidalgo Co. Pct. #4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph:383-3112 Fx:292-7063

**Ship To**

Hidalgo Co. Pct. #4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Merdy 330-9402
Diaz 330-9402

NOTICE - This estimate is valid for 30 days for the listed items only. - Prices on this estimate are ALL or NONE unless specified otherwise. - Any additional items will be quoted separately. - All clerical, typographical and mathematical errors are subject to correction.

| PROJECT | CONTACT | TERMS | REP | Expire Date |
|---|---|---|---|---|
| | Joe Segovia | Net 30 | Vanes | 3/15/2015 |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| | E-14-159-05-20 | | | |
| R1-1 36" ... | R1-1 36" HIP STOP<br>Item # 1, Pg 2 | 1 | 54.25 | 54.25 |
| 12' Green... | 12' Green U-Channel<br>Item # 7, Pg 11 | 1 | 28.19 | 28.19 |

| | |
|---|---|
| **Subtotal** | $82.44 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $82.44 |

- Signs, Graphics & Designs belong to Delta Specialties Signs & Supply until paid in full.
- Any changes to design may incur delays to production time.
- No work will be done on specialty signs until approved and signed by customer.
- All signed and approved orders are final.
- Orders less then $100. must be paid in full. 50% Deposit on orders over $100.00.
- Deposits on special orders are Non-Refundable.
- Orders with P.O. due with-in 30 days.
- 3% Charge on all Late Payments.
- 30% Re-Stocking Fee on Canceled Orders

Signature _____

**AI -48831** **Executive Office** **7. E.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Roy Quintanilha, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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## Information

**CAPTION**

Approval to accept settlement check from State Farm Insurance Company in the amount of $2,097.62 to settle auto accident claim with County vehicle. (Facilities Management)

**BACKGROUND**

DOI: 01/15/15 Acct #: 5-1100-360-00-000-005-0-000

---

## Fiscal Impact

## Attachments

State Farm Insurance Company Settlement Check

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/10/2015 03:51 PM |
| Obdett Calzada | Obdett Calzada | 03/13/2015 09:51 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Aida Alvarez | | Started On: 03/10/2015 01:40 PM |
| Final Approval Date: 03/13/2015 | | |

PAYMENT NO 1 25 531048 J
PAYMENT AMOUNT $2,097.62
ISSUE DATE 02-26-2015
AUTHORIZED BY JENKINS, CEDRIC
PHONE (877) 806-6920

CLAIM NO 53-588F-675
LOSS DATE 01-15-2015
POLICY NO 2555-080-53
INSURED CHAVEZ, ALEXANDER

COUNTY OF HIDALGO
100 N CLOSNER BLVD
EDINBURG TX 78539-3563

REMARKS damages per estimate received

| COVERAGE DESCRIPTION | ON BEHALF OF | AMOUNT |
|---|---|---|
| PROPERTY DAMAGE LIABILITY | HIDALGO, COUNTY OF | 2,097.62 |

RETAIN STUB FOR RECORDS

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

COMDATA CAPTURE WITH FRAUD PROTECTION

StateFarm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

1 25 531048 J

STRATEGIC STAFFING GROUP
SSG - AUTO OFFIC P08PCL332

JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH 43240

02-26-2015
DATE MM DD YYYY

CLAIM NO 53-588F-675
LOSS DATE 01-15-2015

INSURED CHAVEZ, ALEXANDER

**********EXACTLY TWO THOUSAND NINETY-SEVEN AND 62/100 DOLLARS

$*****2,097.62

*Pay to the Order of:* COUNTY OF HIDALGO

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

VOID IF GREEN COLORED BACKGROUND IS MISSING

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈251753104⑈ ⑆044115443⑆ 627119209⑈

Date: 2/24/2015 10:59 AM
Estimate ID: 53-588F-67502
Estimate Version: 0
Committed
Profile ID: (01664) RIO GRANDE V

# State Farm Insurance Companies

Fax: (866) 418-5736

Damage Assessed By: RAMON (HMPG)

Appraised For: TX Auto Injury IA ET / 97
(888) 257-6077

Classification: Field

Supplements must be approved by State Farm. Itemized supplement requests and any supporting documentation should be emailed to suppteam12@statefarm.com or faxed to 866-418-5736. A Supplement Request form may be found on b2b.statefarm.com

Type of Loss: Property Damage
Date of Loss: 1/15/2015
Deductible: 0.00
Claim Number: 53-588F-67502

Insured: State Farm Insured
Claimant: COUNTY OF HIDALGO
Owner: COUNTY OF HIDALGO

Mitchell Service: 910158

Description: 2006 Ford Pickup F150 XL
Body Style: 4D Pkup 8' Bed 145" WB
VIN: 1FTRF12W46NB57961
Mileage: 110,104
OEM/ALT: A
Color: WHITE
Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER STEERING, TILT STEERING COLUMN ANTI-LOCK BRAKE SYS., FRONT AIR DAM, TINTED GLASS, ANTI-THEFT SYSTEM FRONT SPLIT BENCH SEAT, POWER DISC BRAKES, STEP BUMPER

Drive Train: 4.6L Inj 8 Cyl 2WD
License: 224765 TX
Search Code: SFMFE

| Line Item | Entry Number | Labor Type | Operation | Line Item Description | Part Type/ Part Number | Dollar Amount | Labor Units |
|---|---|---|---|---|---|---|---|
| 1 | 002807 | BDY | REMOVE/INSTALL | Bed Assembly | | | INC |
| 2 | 002180 | BDY | REMOVE/REPLACE | L Pickup Bed Side Panel | 5L3Z 9927841 A | 886.05 | 13.5 # |
| 3 | AUTO | REF | REFINISH | L Bed Outer Side Panel | | C | 3.5 |
| 4 | 900500 | MCH * | REMOVE/INSTALL | RR TIRE, TO INSPECT & AIR UP | Existing | | 0.2* r |
| 5 | 002188 | BDY | REPAIR | L Otr Pickup Bed Wheelhouse Panel | Existing | | 1.5*# |
| 6 | 006809 | BDY | REMOVE/REPLACE | L Frt Pickup Bed Brace | 4L3Z 99279A29 AA | 21.58 | |
| 7 | 006943 | MCH | REPAIR | Rear Susp Axle Housing -M | Existing | | 0.5*# |
| 8 | | | | TO INSPECT FOR DMG | | | |
| 9 | AUTO | REF | ADD'L OPR | Clear Coat | | | 1.4 |
| 10 | 900500 | REF * | REFINISH/REPAIR | CORROSION PROTECTION | Existing | | 0.3* |
| 11 | 900500 | BDY * | ADD'L LABOR OP | WHEEL MOUNT &BALANCE | Sublet | 20.00 * | 0.0* |
| 12 | 900500 | REF * | REFINISH/REPAIR | STONEGUARD | Existing | | 0.3* |
| 13 | AUTO | | ADD'L COST | Paint/Materials | | 165.00 * | |
| 14 | AUTO | | ADD'L COST | Hazardous Waste Disposal | | 3.00 * | |

ESTIMATE RECALL NUMBER: 02/24/2015 10:59:41 53-588F-67502
Mitchell Data Version: OEM: JAN_15_V0216
MAPP:JAN_15_V0222
Software Version: 7.1.175

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* - Judgment Item
\# - Labor Note Applies
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

# Estimate Totals

| I. Labor Subtotals | Units | Rate | Add'l Labor Amount | Sublet Amount | Totals |
|---|---|---|---|---|---|
| Body | 15.0 | 42.00 | 0.00 | 20.00 | 650.00 |
| Refinish | 5.5 | 42.00 | 0.00 | 0.00 | 231.00 |
| Mechanical | 0.7 | 75.00 | 0.00 | 0.00 | 52.50 |
| Non-Taxable Labor | | | | | 933.50 |
| Labor Summary | 21.2 | | | | 933.50 |

| II. Part Replacement Summary | | | Amount |
|---|---|---|---|
| Taxable Parts | | | 907.63 |
| Sales Tax | @ | 8.250% | 74.88 |
| Total Replacement Parts Amount | | | 982.51 |

| III. Additional Costs | | | Amount |
|---|---|---|---|
| Taxable Costs | | | 165.00 |
| Sales Tax | @ | 8.250% | 13.61 |
| Non-Taxable Costs | | | 3.00 |
| Total Additional Costs | | | 181.61 |

Paint Material Method: Rates
Init Rate = 30.00 , Init Max Hours = 99.9, Addl Rate = 0.00

| IV. Adjustments | Amount |
|---|---|
| Insurance Deductible | 0.00 |
| Customer Responsibility | 0.00 |

| | | |
|---|---|---|
| I. | Total Labor: | 933.50 |
| II. | Total Replacement Parts: | 982.51 |
| III. | Total Additional Costs: | 181.61 |
| | Gross Total: | 2,097.62 |
| IV. | Total Adjustments: | 0.00 |
| | Net Total: | 2,097.62 |

Register online to check the status of your claim and stay connected with State Farm®. To register, go to www.statefarm.com and select Check the Status of a Claim. If you are already registered, thank you! Not available in New Mexico.

Point(s) of Impact
8 Left Rear Side (P)

Insurance Co: State Farm

Inspection Site: RESIDENCE - Pablo Herrera
Address: 504 Santa Ana
Weslaco, TX 78596
Inspection Date: 2/24/2015

ESTIMATE RECALL NUMBER: 02/24/2015 10:59:41 53-588F-67502
Mitchell Data Version: OEM: JAN_15_V0216
MAPP:JAN_15_V0222
Software Version: 7.1.175

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**********

This is an estimate. Repair facilities must inspect the vehicle to determine if any repairs not listed are required, and to contact State Farm before making such repairs. Repairer also is responsible for conducting any necessary inspection and safety checks prior to and after completing repairs.

**********


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**AI -48832** **Executive Office** **7. F.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Roy Quintanilha, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Approval to accept settlement check from Empower Insurance Company in the amount of $448.40 to settle auto accident claim with County vehicle. (Constable P3)

**BACKGROUND**

DOI: 01/23/15 Acct #: 5-1100-360-00-000-005-0-000

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

GEN FUND-MISC REV-INSURANCE CLAIMS

## Attachments

Empower Insurance Company Settlement Check

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/10/2015 03:52 PM |
| Glinda Pacheco | Veronica Ortiz | 03/11/2015 10:20 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Aida Alvarez | | Started On: 03/10/2015 01:50 PM |
| Final Approval Date: 03/13/2015 | | |

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

**EMPOWER INSURANCE**
**OBO ALINSCO INSURANCE COMPANY**
PO BOX 137089
FORT WORTH, TX 76136

JP MORGAN CHASE BANK
FORT WORTH TX 76102

**8004941**

DATE: 03/02/2015

PAY TO THE ORDER OF: **HIDALGO COUNTY**

PAY: **FOUR HUNDRED FORTY-EIGHT AND 40/100 DOLLARS** $448.40

HIDALGO COUNTY
2812 SOUTH CLOSNER BLVD
EDOMNIRG, TX 78539

MEMO: PD FULL & FINAL PAYMENT
FINAL CL:170872
PAYMENT FOR REPAIRS
2008 FORD CROWN VIC VIN#2FAFP71V08X138987

⑈8004941⑈ ⑆111000614⑆ ⑈560887833⑈

**EMPOWER INSURANCE**
**OBO ALINSCO INSURANCE COMPANY**
PO BOX 137089
FORT WORTH, TX 76136

Claimant: Selena Garza
Pol: EAL954852 Adj: B.Morgan Req: bmorgan
Claim: 170872 Cov: PDM

HIDALGO COUNTY
2812 SOUTH CLOSNER BLVD
EDOMNIRG, TX 78539

02/25/2015 at 10:00 P
119946

EMPOWER INSURANCE GROUP

File ID: 399

**Phone # 877-437-5007**
**Fax # 817-245-4185**
**Attn: All Repair Facilities**

You are required to inspect the vehicle damages and our estimate prior to beginning any repairs. Any supplement request must be faxed to our office for a re-inspection prior to beginning any repairs. In the event a supplement might total the vehicle you must cease repairs and notify us immediately. Failure to comply with the above instructions may result in nonpayment.

Writt

For: **EMPOWER INSURANCE** ------
Adjuster: BRANDI MORGAN (877)437-5007

## ESTIMATE OF RECORD

**Insured:** ERASMO GARZA
**Owner:** SELENA GARZA
**Address:** 730 N. BREYFOLGLE RD.
MISSION, TX 78572
**Cellular:** (956)581-6800

**Claim #**17087202
**Policy #**
**Date of Loss:** 01/23/2015
**Type of Loss:** Liability
**Point of Impact:** 5. Right Rear

**Inspect Location:** 730 N. BREYFOLGLE RD.
MISSION, TX 78572

**Cellular:** (956)581-6800
HOME

**Repair Facility:** OWNER'S CHOICE

Days to Repair
**License #**

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED GOLD Int:GREY
**VIN:** 2FAFP71V08X138987 **Lic:** 1024170 TX **Prod Date:** **Odometer:**

| | | |
|---|---|---|
| Air Conditioning | Tilt Wheel | Rear Defogger |
| Dual Mirrors | Body Side Moldings | Clear Coat Paint |
| Power Steering | Power Brakes | Power Windows |
| Power Locks | Power Mirrors | Power Driver Seat |
| AM Radio | FM Radio | Stereo |
| Search/Seek | Drivers Side Air Bag | Passenger Air Bag |
| Anti-Lock Brakes (4) | 4 Wheel Disc Brakes | Cloth Seats |
| Bucket Seats | Automatic Transmission | Overdrive |

| NO. | OP. | DESCRIPTION | QTY | EXT. PRICE | LABOR | PAINT |
|---|---|---|---|---|---|---|
| 1 | | REAR BUMPER | | | | |
| 2* | Rpr | Bumper cover | | | 3.5 | 3.2 |
| 3 | | Add for Clear Coat | | | | 1.3 |
| 4# | Subl | HAZARDOUS WASTE | 1 | 3.00 X | | |
| 5# | Subl | CORROSION PROTECTION | 1 | 5.00 X | | |
| | | Subtotals ==> | | 8.00 | 3.5 | 4.5 |

| | | |
|---|---|---|
| Parts | | 0.00 |
| Body Labor | 3.5 hrs @ $ 38.00/hr | 133.00 |
| Paint Labor | 4.5 hrs @ $ 38.00/hr | 171.00 |
| Paint Supplies | 4.5 hrs @ $ 28.00/hr | 126.00 |
| Sublet/Misc. | | 8.00 |
| SUBTOTAL | | $ 438.00 |
| Sales Tax | $ 126.00 @ 8.2500% | 10.40 |

**ESTIMATE OF RECORD**

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED GOLD Int:GREY

| | |
|---|---|
| TOTAL COST OF REPAIRS | $ 448.40 |
| TOTAL ADJUSTMENTS | $ 0.00 |
| NET COST OF REPAIRS | $ 448.40 |

This estimate was created by an independently contracted appraisal company, "J.G APPRAISALS", under a subcontractors agreement for ACD INC. "J.G APPRAISALS" is an independently held and operated company and is not a division of, subsidiary to, owned by, operated by, or financially invested in by ACD INC. It is "J.G APPRAISALS" sole responsibility to hold its own required licenses; own and maintain its own equipment; maintain its own business hours; hire its own staff; schedule its work; and, comply with all federal, state and local laws and regulations of any type, including tax laws. Neither ACD INC. nor ACD INC'S client assumes liability, responsibility, or approval, for any product and/or estimate this appraiser has written until the product and/or estimate is reviewed and approved by company authorized employees. ACD INC. is not responsible for any acts of negligence, omissions or errors, or fraudulent acts made by "J.G APPRAISALS".

THIS IS NOT AN AUTHORIZATION TO REPAIR. THIS IS AN APPRAISAL OF DAMAGES ONLY. NO APPRAISER HAS THE AUTHORITY TO AUTHORIZE REPAIRS.
AUTHORIZATION AND GUARANTEE OF PAYMENT CAN ONLY BE GIVEN BY THE OWNER OF THE VEHICLE. ACD (AUTOCLAIMS DIRECT) AND ITS CLIENTS ASSUME NO RESPONSIBILITY FOR REPAIR QUALITY AND SAFETY. ACD (AUTOCLAIMS DIRECT) SPECIFIES AND INTENDS THAT ALL REPAIRS AND PART REPLACEMENTS LISTED HEREON ARE MADE IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS. SUPPLEMENTAL DAMAGE IS SUBJECT TO REINSPECTION.

Notice: All crash parts on this estimate are new-OEM (Original Equipment Manufactured) unless otherwise specified. Parts that are described as Quality Replacement Parts, NWCPP, and QRP, CAPA, are Non-OEM crash parts or Aftermarket parts. If this estimate includes the use of non-OEM Aftermarket crash parts, then the supplier of the aftermarket parts and/or the insurer that pays for them warrants that such parts are of like kind, quality, safety, fit and performance as the original manufactures equipment that came on the vehicle.

NOTE: YOU HAVE THE RIGHT TO SELECT THE BODY SHOP THAT WILL REPAIR YOUR VEHICLE.

Shop hotline: (844) 469-7877
ACD Main #: (888) 403-4223
Submit supplements to: www.acdcorp.com/supp
Fax: (855) 432-9223

**ESTIMATE OF RECORD**

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED GOLD Int:GREY

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JA03, CCC Data Date 02/02/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as RECOR. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Part numbers and prices should be confirmed with the local dealership. The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced. SYMBOLS FOLLOWING PART PRICE: m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category. SYMBOLS FOLLOWING LABOR: D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories. OTHER SYMBOLS AND ABBREVIATIONS: Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. Comp Repl=Competitive Replacement (part). D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Qual Recy=Quality Recycled (part). Qual Repl=Quality Replacement(part). Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC Pathways - A product of CCC Information Services Inc. The following is a list of abbreviations that may be used in CCC Pathways that are not part of the MOTOR CRASH ESTIMATING GUIDE: BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA=National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**AI -48872** **Executive Office** **7. G.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Roy Quintanilha, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Approval to accept settlement Money Order from Ruben Gonzalez in the amount of $400.00 to settle auto accident claim with County vehicle. (Constable P4)

**BACKGROUND**

DOI: 12/23/14 Acct #: 5-1100-360-00-000-005-0-000

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

GEN FUND-MISC REV-INSURANCE CLAIMS

## Attachments

Ruben Gonzalez Settlement Money Order

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/11/2015 03:58 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Aida Alvarez | | Started On: 03/11/2015 03:43 PM |
| Final Approval Date: 03/13/2015 | | |

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

MoneyGram.

INTERNATIONAL MONEY ORDER 86-186 1031

03/11/2015

To Validate: Touch the stop sign, then watch it fade and reappear

20603911789
MONEY ORDER - WM

MONEY ORDER NUMBER R20603911789 0

CALL 1-800-542-3590 TO VERIFY

PAY TO THE ORDER OF:/ PAGAR A LA ORDEN DE: County of Hidalgo

IMPORTANT - SEE BACK BEFORE CASHING

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:/ DIRECCIÓN: 980S N. 10th St McAllen, Tx. 78504

Payable Through
BOKF, NA
Enid, OK

ISSUER/DRAWER:
MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

¥¥¤400.00¥¥

FOUR HUNDRED *** DOLLARS 00 CENTS

6052803953039S
27155000700897S9

MoneyGram.

R20603911789 0

DETACH HERE

20603911789 089 RECEIPT 03/11/2015 $400.00 00 RECIBO

6052803953039S

EMPLOYEE

698 (12/12) 500/5000
M 73394-V

MONEYGRAM PAYMENT SYSTEMS, INC. DRAWER
P.O. BOX 9476
MINNEAPOLIS, MN 55480

PLEASE READ REVERSE SIDE www.moneygram.com/mgoneyorder DATE/AMOUNT

KEEP A COPY OF THIS STUB FOR YOUR RECORDS/ MANTENGA UNA COPIA DE ESTE RECIBO PARA SUS ARCHIVOS

⑆103101864⑆ 2060 3911789⑈ 90

UNIVERSAL CLAIMS SERVICES, INC.
P.O. BOX 5609
MCALLEN, TX 78502-5609
PHONE: (956) 994-1277 FAX: 994-9958

***** ESTIMATE *****

01/23/2015 12:15 PM

## Owner

**Owner:** Hidalgo County

## Control Information

**Loss Date/Time:** 12/23/2014
**Deductible:** Unknown
**File # :** 01-43965CG

**Loss Type:** Collision
**Accounting # :**

**Ins. Company:** Universal Claims Services
**Company Contact:** Motalvo Ins.
**Address:** P. O. Box 5609
**City State Zip:** McAllen, TX 78502-5609
**Email:** UniClmSrv@aol.com

**Work/Day:** (956)994-1277
**FAX:** (956)994-9958

**Insured:** Hidalgo County

**Claim Rep:** Sylvia Anciso
**Contact:** Unkn

## Inspection

**Inspection Date:** 01/23/2015
**Inspection Location:** Parking Lot
**City State Zip:** Pharr, TX 78577
**Primary Impact:** Left Rear Corner

**Inspection Type:** Independent Field
**Contact:**
**FAX:**
**Secondary Impact:**

**Appraiser Name:** Charlie Guerra
**Address:**
**City State Zip:**
**Email:** uniclmsrv@aol.com

**Appraiser License # :**
**Work/Day:** (956)994-1277
**FAX:** (956)994-9958

## Vehicle

2009 Chevrolet Tahoe Police 4 DR Wagon
8cyl Gasoline 5.3 FLEX
4 Speed Automatic

**Lic.Plate:** 106-2193
**Lic Expire:**
**Prod Date:**
**Veh Insp# :**
**Condition:** Fair
**Ext. Color:** White
**Ext. Refinish:** Two-Stage

**Lic State:** TX
**VIN:** 1GNEC03049R245229
**Mileage:** 99,267
**Mileage Type:** Actual
**Code:** U7412A
**Int. Color:**
**Int. Refinish:**

### Options

| | | |
|---|---|---|
| AM/FM CD Player | Alarm System | Anti-Lock Brakes |

| | | |
|---|---|---|
| Auto Headlamp Control | Automatic Dimming Mirror | Bucket Seats |
| Camper/Towing Package | Center Console | Color-Keyed Bumper(s) |
| Cruise Control | Daytime Running Lights | Dual Air Conditioning |
| Dual Airbags | Dual Zone Auto A/C | Flip-Up Liftgate Window |
| Full Size Spare Tire | Halogen Headlights | Head Airbags |
| Heated Power Mirrors | Heavy Duty Battery | Heavy Duty Suspension |
| Illuminated Visor Mirror | Intermittent Wipers | Lighted Entry System |
| MP3 Decoder | Overhead Console | Power Brakes |
| Power Door Locks | Power Drivers Seat | Power Steering |
| Power Windows | Rear Heater | Rear Window Defroster |
| Rear Window Wiper/Washer | Running Boards | Skid Plates |
| Split Folding Rear Seat | Steel Wheels | Strg Wheel Radio Control |
| Tachometer | Theft Deterrent System | Tilt Steering Wheel |
| Tinted Glass | Tire Pressure Monitor | Tow Hooks |
| Trailer Hitch | Trip Computer | Velour/Cloth Seats |

## Damages

| Line | Op | Guide | MC | Description | MFR.Part No. | Price | ADJ% | B% | Hours | R |
|---|---|---|---|---|---|---|---|---|---|---|
| **Quarter And Rocker Panel** | | | | | | | | | | |
| 1 | I | 389 | | Pnl,Qtr (in Window Opn LT<br>>> Buff | Repair | | | | 0.3* | SM |
| **Rear Bumper** | | | | | | | | | | |
| 2 | N | 570 | | Rear Bumper Cover R&I | Additional Labor | | | | 1.6 | SM |
| 3 | I | 570 | | Cover,Rear Bumper | Repair | | | | 3.0* | SM |
| 4 | L | 570 | 13 | Cover,Rear Bumper | Refinish | | | | 3.7 | RF |
| **Rear Body, Lamps And Floor Pan** | | | | | | | | | | |
| 5 | I | 533 | | Taillamp Assembly LT<br>>> Buff | Repair | | | | 0.3* | SM |
| **Manual Entries** | | | | | | | | | | |
| 6 | E | M03 | | Flex Additive | Replace OEM | $5.00* | | | | RF |
| 7 | SB | M60 | | Hazardous Waste Removal | Sublet Repair | $5.00* | | | | SM |

**7 Items**

| MC | Message |
|---|---|
| 13 | INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE |

## Estimate Total & Entries

| | | |
|---|---|---|
| **Gross Parts** | $5.00 | |
| **Paint & Materials** | $111.00 | |
| **Parts & Material Total** | | $116.00 |
| **Tax on Parts & Material** | @ 8.250% | $9.57 |

| Labor | Rate | Replace Hrs | Repair Hrs | Total Hrs | | |
|---|---|---|---|---|---|---|
| **Sheet Metal (SM)** | $40.00 | | 5.2 | 5.2 | $208.00 | |
| **Mech/Elec (ME)** | $75.00 | | | | | |
| **Frame (FR)** | $48.00 | | | | | |
| **Refinish (RF)** | $40.00 | 3.7 | | 3.7 | $148.00 | |
| **Paint & Materials** | $30.00 | | | | | |
| **Labor Total** | | | | 8.9 Hours | | $356.00 |

| | | |
|---|---|---|
| **Sublet Repairs** | $5.00 | |
| **Gross Total** | | **$486.57** |
| **Less: Deductible** | | Unknown- |
| **Net Total** | | **$486.57** |

Alternate Parts No

**Audatex Estimating 7.0.417 ES 01/23/2015 12:20 PM REL 7.0.417 DT 12/01/2014 DB 01/15/2015**
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**1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

THIS IS NOT A REPAIR AUTHORIZATION. NO SUPPLEMENT WITHOUT PRIOR APPROVAL.

**Op Codes**

| | | |
|---|---|---|
| * = User-Entered Value | E = Replace OEM | NG = Replace NAGS |
| EC = Replace Economy | OE = Replace PXN OE Srpls | UE = Replace OE Surplus |
| ET = Partial Replace Labor | EP = Replace PXN | EU = LIKE KIND & QUAL.PRT |
| TE = Partial Replace Price | PM = Replace PXN Reman/Rebit | UM = Replace Reman/Rebuilt |
| L = Refinish | PC = Replace PXN Reconditioned | UC = Replace Reconditioned |
| TT = Two-Tone | SB = Sublet Repair | N = Additional Labor |
| BR = Blend Refinish | I = Repair | IT = Partial Repair |
| CG = Chipguard | RI = R & I Assembly | P = Check |
| AA = Appearance Allowance | RP = Related Prior Damage | |

Audatex
a Solera company

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**AI -48869** **Executive Office** **7. H.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Roy Quintanilha, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

1. Approval to accept settlement offer from Apollo Managing General Agency in the amount of $8,855.00 to settle total loss auto accident claim with County vehicle. (Sheriff Office)

2. Approval to authorize Valde Guerra, Executive Officer, to sign Property Damage Release and Power of Attorney forms and any documents for title purposes to settle total loss auto claim with Apollo Managing General Agency.(Sheriff Office)

**BACKGROUND**

DOI: 11/24/14 Acct #: 5-1100-360-00-000-005-0-000

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

No Budgetary Impact - Funds coming in - Insurance claims

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**Attachments**

Apollo Managing General Agency Settlement Agreement

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/11/2015 03:39 PM |
| Manuel Chapa | Manuel Chapa | 03/12/2015 09:29 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Aida Alvarez | | Started On: 03/11/2015 03:13 PM |
| Final Approval Date: 03/13/2015 | | |

APOLLO
MANAGING GENERAL AGENCY
**Claims Department**
P.O. Box 1629 Allen, Texas 75013
Ph 855-371-7310 Fax 972-521-3628

THE COUNTY OF HIDALGO
711 EL CIBOLO RD
EDENBURG, TX 78539

RE: Claim #: 2014-01369
Insured: ARTURO HERNANDEZ
Date of Loss: 11/24/2014
Claimant: COUNTY OF HIDALGO
Policy Number: 10684

03/11/2015

DEAR THE COUNTY OF HIDALGO,

Enclosed find the Property Damage Release and Power of Attorney that represent full and final settlement of the Property Damage claim referenced above. Please sign and notarized forms and return originals along with the original Title to the vehicle to our office at:

Apollo Managing Agency
PO BOX 1629
Allen, TX 75013

The settlement check will be released upon receipt of the original documents and confirmation of vehicle pick up.
Thank you for your cooperation and please don't hesitate to contact our office if you have any further questions.

Sincerely,

Lisa Lewis
PD Manager
972-827-3240

# Power of Attorney to Transfer Motor Vehicle

Texas Department of Motor Vehicles

- No alterations allowed
- Complete all sections online or on printed form
- Print in blue or black ink, signature must be in blue or black ink

This is to certify that I, HIDALGO COUNTY,SHERIFF'S DEPARTMENT
Type or Print Legal Name of Owner: First Middle Last (and suffix, if any)

of the County of HIDALGO

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:
HOME STATE COUNTY MUTUAL INSURANCE COMPANY
Type or Print Legal Name: First Middle Last (suffix, if any)

of the County of DALLAS and the State of TEXAS, my true and lawful attorney,

for me and in my name, place and stead to title, and to allow my attorney the authority to substitute, as it pertains to the motor vehicle described as follows:

| Year | Make | Body Style | Model | License Plate Number |
|---|---|---|---|---|
| 2008 | FORD | SUV | EXPEDITION | |
| Vehicle Identification Number | | | Title / Document Number | |
| 1FMFU15548LA07788 | | | | |

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who my attorney may substitute.

**NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds 18,000 lbs., or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.**

If a Power of Attorney is used to apply for title, initial registration, or a certified copy of title, the person(s) signing must include a photocopy of their photo identification, as required by state law.

I further certify that the current odometer reading is _____ miles and to the best of my
(No Tenths)
knowledge the odometer reading is the ***ACTUAL*** mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in ***EXCESS*** of its mechanical limits.

☐ 2. The odometer reading is ***NOT*** the actual mileage. ***WARNING - ODOMETER DISCREPANCY***

HIDALGO COUNTY,SHERIFF'S DEPARTMENT
Type or Print Legal Name of Owner: First Middle Last (suffix, if any)

Signature of Owner

711 EL CIBOLO RD — Mailing Address
EDINBURG — City
TX — State
78539 — Zip

Date

State law makes falsifying information on this application a third-degree felony.

# PROPERTY DAMAGE RELEASE AND SETTLEMENT AGREEMENT

## Claim Number 2014-01369 Date of Loss 11/24/2014

"Claimant" shall collectively mean (HIDALGO COUNTY,SHERIFF'S DEPARTMENT ) and his/her respective heirs, executors, administrators, personal representatives, successors and assigns. "Defendants" shall collectively mean (ARTURO HERNANEZ ). Apollo Managing Agency, LLC and Home State County Mutual Insurance Company and their respective heirs, spouses, executors, administrators, personal representatives, agents, servants, employees, officers, directors, shareholders, insurers, representatives, subsidiaries, parent companies, associated entities, attorneys, successors and assigns.

In consideration of $8855.00, Claimant hereby releases and forever discharges Defendants from any and all past, present, or future claims for any and all property related damages sustained to his/her vehicle that Claimant has or claims to have, arising out of the incident which occurred on or about 11/24/2014 in HIDALGO County, Texas, (hereinafter referred to as "the Occurrence").

Claimant understands and agrees that this property damage settlement is not to be considered an admission by any party hereto of any liability or wrongdoing, but rather the compromise of disputed claim. Defendants expressly deny any liability or wrongdoing.

Claimant understands and agrees that this settlement is a full release and discharge of clams and/or causes for property damages related to his/her vehicle **2008 FORD EXPEDITION** VIN# **1FMFU15548LA07788** including but not limited to rental car expenses, storage expenses, wrecker expenses, diminution in value, loss of use, attorneys' fees, exemplary damages, prejudgment and post-judgment interest, court costs or other expenses of litigation, and claims for any other element of loss or damage to this/her vehicle recoverable under law.

FOR THE AFORESAID CONSIDERATION CLAIMANT WAIVES ANY RIGHTS HE/SHE MAY HAVE TO ASSERT IN THE FUTURE REGARDING ANY CLAIMS RELATED TO PROPERTY DAMAGE (ARISING FROM THE OCCURRENCE) NOT NOW KNOWN OR SUSPECTED EVEN THOUGH, IF SUCH CLAIMS WERE KNOWN, SUCH KNOWLEDGE WOULD MATERIALLY AFFECT THE TERMS OF THIS SETTLEMENT AGREEMENT AND/OR CLAIMANTS DECISION TO SETTLE.

Claimant warrants that he/she is the sole owner of the clams which he/she has asserted arising from the Occurrence and that such claims have not been assigned, encumbered or transferred asserted in any way.

Clamant agrees to satisfy any and all property damage related liens asserted as a result of the occurrence. This includes but is not limited to any lien asserted by: a mechanic, an auto body repair shop, a towing company, or any other party that performed any service in relation to the appraisal, repair, or other modification to the vehicle after the Occurrence. If after the execution of this agreement, any such liens are asserted against Defendant, Claimant agrees to reimburse Defendant such costs incurred in the release of the lien.

This settlement agreement contains the entire agreement between Claimant and Defendants with regard to the matters set forth herein. There are no other understandings or agreements, verbal, or otherwise, between the parties. The terms of this agreement are contractual and not mere recitals.

This instrument shall be construed and interpreted in accordance with the laws of the State of Texas

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT EXECUTED this _____ day of _____, 20__.

_____

(CLAIMANT)

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared HIDALGO COUNTY,SHERIFF'S DEPARTMENT, known to me, who, being duly sworn upon oath stated that he is over the age of eighteen (18), that he is of sound mind and fully competent to make this affidavit and acknowledgment, that the statements contained in the foregoing release and settlement agreement are within his personal knowledge and are true and correct, and that he executed the foregoing instrument for the purposes and consideration therein expressed.

_____

(CLAIMANT)

SUBSCRIBED AND SWORN TO before me, and given under my hand and seal of office, this _____day of _____, 20__.

_____

NOTARY PUBLIC, STATE OF _____

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.

0176922

HIDALGO COUNTY
SHERIFF'S DEPARTMENT
711 E EL CIBOLO RD
EDINBURG, TX 78541-7771

46990
Sheriff

DETACH HERE

# TEXAS CERTIFICATE OF TITLE

46990

VEHICLE TITLES AND REGISTRATION DIVISION
8232654

| VEHICLE IDENTIFICATION NUMBER | YEAR MODEL | MAKE OF VEHICLE | BODY STYLE |
|---|---|---|---|
| 1FMFU15548LA07788 | 2008 | FORD | LL |

TITLE/DOCUMENT NUMBER: 10830839369124459 DATE TITLE ISSUED: 10/26/2007

| MODEL | MFG. CAPACITY IN TONS | WEIGHT | LICENSE NUMBER |
|---|---|---|---|
| EPT | 1/2 | 5400 | 59XLG6 |

PREVIOUS OWNER: PHILPOTT FORD PORT NECHES TX

ODOMETER READING: 16

OWNER:
HIDALGO COUNTY
SHERIFF'S DEPARTMENT
711 EL CIBOLO RD
EDINBURG, TX 78539

REMARK(S):
ACTUAL MILEAGE
EXEMPT

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN: NONE — 1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE _____
BY _____ AUTHORIZED AGENT

DATE OF LIEN _____ — 2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE _____
BY _____ AUTHORIZED AGENT

DATE OF LIEN _____ — 3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE _____
BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

_____ SIGNATURE _____ DATE
_____ SIGNATURE _____ DATE
_____ SIGNATURE _____ DATE

FORM 50-C REV. 6/2007 — DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION

If you would like to protect yourself from liability for certain acts carried out by the purchaser of this vehicle prior to a new title being issued in the purchaser's name, submit completed Form VTR-346 to TxDOT.

FORM VTR-346 may be obtained from any of the following:

- your local County Tax Assessor-Collector's Office
- a Vehicle Titles and Registration Division Regional Office (located in the larger cities in the state)
- by accessing TxDOT's Web site (www.txdot.gov)
- by calling TxDOT's fax-on-demand service at 1-888-232-7033 (form 0346)

**WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-U) INDICATING DATE OF SALE AND SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID PENALTY.**

▶ **FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

**ASSIGNMENT OF TITLE**

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

▶ ODOMETER READING (No Tenths) | Date of Sale

Signature of Seller/Agent | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

**FIRST REASSIGNMENT - DEALER ONLY**

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

▶ ODOMETER READING (No Tenths) | Date of Sale | Dealer No.

Dealer's Name

Agent's Signature | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

**SECOND REASSIGNMENT - DEALER ONLY**

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

▶ ODOMETER READING (No Tenths) | Date of Sale | Dealer No.

Dealer's Name

Agent's Signature | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

**THIRD REASSIGNMENT - DEALER ONLY**

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

▶ ODOMETER READING (No Tenths) | Date of Sale | Dealer No.

Dealer's Name

Agent's Signature | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

**LIEN**

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE

1ST LIEN IN FAVOR OF (NAME & ADDRESS)

**AI -48873** **Constables** **8. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Constable Celestino Avila, Jr., CONSTABLE PCT. #1

**Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

**Department:** CONSTABLE PCT. #1

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**Information**

**CAPTION**

Constable Precinct No. 1
1. Authorization and approval to apply for the 2015 Memorial Day Click-IT-Ticket Grant , funded by the Texas Department of Transportation.
2. Authorization for County Judge, as authorized official, to sign required documents.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1284-421-00-291-081-5-XXX

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

**BUDGETARY IMPACT:**

No Budgetary Impact at this time.
No county match required.

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**Attachments**

Grant Info Click it ot ticket

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/11/2015 04:23 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Joe Espinoza | | Started On: 03/11/2015 04:00 PM |
| Final Approval Date: 03/13/2015 | | |

**Subject: Click It or Ticket Funding Opportunity for Hidalgo County Constable Pct 1**

Chief Espinosa

Hidalgo County Constable Pct 1

This is to inform you that your agency is eligible to receive funding for the 2015 Memorial Day Click-It-Or-Ticket high visibility enforcement mobilization scheduled for May 18-May 31. The funding, made available to your agency through a TxDOT grant, would pay overtime for officers to perform patrols focused primarily on catching and citing seat-belt violators.

Your actual funded amount will be determined after some basic negotiations with me, your local TxDOT Traffic Safety Specialist. I have been given a specific budget for my district, but there will not be enough funds for all qualified agencies.

At this time, TxDOT (Pharr District) wants to offer you $4,000.00 for the 2015 Memorial Day Click It or Ticket high visibility enforcement mobilization. If your agency is interested in additional funds, please provide the estimated enforcement hours and estimated budget for consideration.

**I kindly ask that I receive a reply for confirmation or decline notice by March 12th or notice stating that your agency is interested but need approval from council/commissioners court. This will allow me to hold your funds while you work through your process.**

**Click It or Ticket Operational Plan:**

April 28 - 30 Participating agencies will be required to begin their pre-campaign surveys

May 15 – 17 Conduct pre-media events **(and participate in TxDOT Click It or Ticket media event scheduled for May 19th)**

May 18 – May 31 CIOT Enforcement period

June 1-3 Post surveys

Budget to consider/allowable:

- enforcement overtime (officers/sergeants/lieutenants) salaries and fringe (2 week enforcement mobilization)
- Pre and Post survey hours
- Reporting hours for e-grants performance report and reimbursement (estimate 4 hours per report; only one performance report and one reimbursement; total 8 hours) of salary time
- Mileage for STEP CIOT enforcement

- 100 % funding; no match requirements; can't claim reimbursement over maximum amount eligible for reimbursement (estimated at $4,000)

If you have any questions, please don't hesitate to contact me.
Sincerely,
Ruby Martinez, TSS

Ruby Martinez
Traffic Safety Specialist
Traffic Safety - Pharr District
TxDOT / Traffic Operations Division

**AI -48724** **Constables** **8. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Constable Celestino Avila, Jr., CONSTABLE PCT. #1

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

**Department:** CONSTABLE PCT. #1

---

**Information**

**CAPTION**

Constable Pct.1 (1220)
1. Approval of certification of revenues, as certified by the County Auditor, for the 2015 LEOSE (Peace Officer Allocation) funds award received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2015 appropriation of funds for the Constable Pct.1 - LEOSE (1220) in the amount of $1,416.38

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1220-421-00-291-002-0-583

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

**BUDGETARY IMPACT:**

Revenue account: 5-1220-335-00-291-000-0-000 Constable Pct. 1. - LEOSE Revenues

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**Attachments**

check
award letter
appropriation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/04/2015 10:12 AM |
| Obdett Calzada | Obdett Calzada | 03/12/2015 08:38 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Raul Lozano Jr. | | Started On: 03/03/2015 02:45 PM |
| Final Approval Date: 03/13/2015 | | |

# Texas Comptroller of Public Accounts

132528918 FEBRUARY 24, 2015

TREASURY WARRANT NO.
132528918

022315 0116 902 9P150548 1XXXXX07176 025
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND FOUR HUNDRED SIXTEEN DOLLARS AND 38/100 $1,416.38

TO HIDALGO COUNTY CONSTABLE PRECINCT 1
1902 JOE STEPHENS AVE STE 303
WESLACO, TX 78596-3704

VOID AFTER
08/31/2017

⑈304⑈ ⑆114900164⑆ ⑈132528918⑈

## THE STATE OF TEXAS PAYMENT INFORMATION

| INVOICE NO. | INV. DATE | INVOICE DESCRIPTION | DOC. NO. | INVOICE AMOUNT |
|---|---|---|---|---|
| PEACE OFF ALL | | PEACE OFFICER ALLOC | 9P150548 | $1,416.38 |

FOR QUESTIONS ABOUT THIS PAYMENT, PLEASE CONTACT THE COMPTROLLER - STATE FISCAL AT 512-463-4561.
CHOOSE DIRECT DEPOSIT FOR SAFE AND SPEEDY DELIVERY OF YOUR PAYMENTS. GO TO WWW.TXDIRECTDEPOSIT.ORG TO LEARN ABOUT DIRECT DEPOSIT, GET FORMS AND LINK TO SEARCH STATE PAYMENTS ISSUED. UNABLE TO GET TO THE WEBSITE AND NEED A FORM SENT TO YOU? CALL THE COMPTROLLER AT 512-936-8138, OR CALL THE PAYING AGENCY: COMPTROLLER - STATE FISCAL AT 512-463-4561.

PAYEE NO: 1XXXXX07176 025 PAYEE NAME: HIDALGO COUNTY CONSTABLE PRECINCT 1
WARRANT NO: 132528918 ISSUE DATE: 02/23/2015 WARRANT TOTAL: $1,416.38

No.132528918 — NOT NEGOTIABLE — Detach here before depositing →

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 26, 2015

HIDALGO COUNTY CONSTABLE PRECINCT 1
1902 JOE STEPHENS AVE STE 303
WESLACO TX 78596-3704

Vendor number: 17460007176-025

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 1,416.38.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer or licensed jailer on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2016, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2016 Allocation Basis form to us no later than April 30, 2015. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at (800) 531-5441, ext. 3-4530, or (512) 463-4530 if you have any questions or if we can be of assistance.

Enclosures

**DATE:** March 3, 2015

**2015**
**Appropriation**

**DEPARTMENT HEAD:** Celestino Avila Jr.

**DEPARTMENT NAME:** Constable Pct. 1

**ACCOUNT NUMBER:** 5-1220-421-00-291-002-0-XXX

**Contact Person:** Joe Espinosa **Ph#:** (956)447-3775

**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 |
|---|---|---|---|
| 5-1220--421-00-291-002-0-583 | LEOSE - Travel out of County | Constable Pct. 1 | 1,416.38 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 5-1220-335-00-291-000-0-000 | CONST.PCT NO. 1- LEOSE | REVENUES | 1,416.38 |
| | | | |
| | | | |
| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **1,416.38** |

**REASON:** To appropriate the Constable Pct. 1 LEOSE Funds Allocation from the State Comptroller in the amount of $1,416.38

Celestino Avila Jr.
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI -48894** **Human Resources** **9. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Esther Cortez, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

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**Information**

**CAPTION**

Tax Office (1100) / Special Vehicle Inventory Fund (1246):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments:
2. Discussion, consideration, and approval of the following personnel actions, effective next full pay period of 03/23/15:

| Action | Fund | Dept/ Program | Slot# | Position Title | Current Budgeted Salary | Proposed Budgeted Salary | Total Adjustment |
|---|---|---|---|---|---|---|---|
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0002 | Chief Deputy II | $76,407.00 | $76,407.00 | -0- |
| | 1246 | 140-003 | 0001 | | -0- | $5,000.00 | $5,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0003 | Mgr. Tax Coll's Section | $65,507.00 | $65,507.00 | -0- |
| | 1246 | 140-003 | 0002 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0004 | Mgr. MV License Section | $60,098.00 | $60,098.00 | -0- |
| | 1246 | 140-003 | 0003 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0006 | Mgr. Tax Assessing Section | $56,162.00 | $56,162.00 | -0- |
| | 1246 | 140-003 | 0004 | | -0- | $3,000.00 | $3,000.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0007 | Accounts Report Spec | $54,349.00 | $54,349.00 | -0- |
| | 1246 | 140-003 | 0005 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0008 | Accountant IV | $52,002.00 | $52,002.00 | -0- |
| | 1246 | 140-003 | 0006 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0012 | Accountant III | $47,703.00 | $47,703.00 | -0- |
| | 1246 | 140-003 | 0007 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0138 | Internal Auditor III | $48,149.00 | $48,149.00 | -0- |
| | 1246 | 140-003 | 0008 | | -0- | $3,000.00 | $3,000.00 |
| Salary Adjustment (Increase) Create Cost Alloc | 1100 | 140-001 | 0005 | Chief Fraud Investigator | $54,203.00 | $54,203.00 | -0- |
| | 1246 | 140-003 | 0009 | | -0- | $3,000.00 | $3,000.0 |

3. Tax Office- Scofflaw Program (1100):

| Action | Dept/ Program | Slot# | Position Title | Proposed Budgeted Salary |
|---|---|---|---|---|
| Create | 140-004 | 0001 | Scofflaw Deputy Clerk I | $30,000.00 |
| Create | 140-004 | 0002 | Scofflaw Deputy Clerk I | $30,000.00 |

4. Approval of appropriation of funds for fund 1246.
5. Approval of revised salary schedules in accordance with Commissioners Court action.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** Various

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

**BUDGETARY IMPACT:**

1. Fund 1246- Please see attached appropriation of funds.
2. Scofflaw Program- Funds UNDETERMINED.

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**Attachments**

PAR FORMS
JOB DESCRIPTIONS
PARs
job desc
fiscal
appropriation
fiscal

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 04:21 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Diana Munoz | | Started On: 03/12/2015 02:13 PM |
| Final Approval Date: 03/13/2015 | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE
DATE: 11/21/2014

CURRENT POSITION TITLE: CHIEF DEPUTY II
CURRENT SLOT #: 140-001-0002 (Tax Office)
140-003-0001 (Special Vehicle Invent)

REQUESTED POSITION TITLE: CHIEF DEPUTY II

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 76,407.00 | $ 76,407.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 5,000.00 | $ 5,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [X] | Exempt | [X] |
| Non-Exempt | [ ] | Non-Exempt | [ ] |
| N/A | [ ] | | |

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

Additional responsibilities overseeing the administration of the Special Inventory Pre-Payment Program. No budget impact.

Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. Esther A. Cortez/bg<br>HUMAN RESOURCES DIRECTOR | 3/12/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. _____<br>DEPARTMENT OF BUDGET & MANAGEMENT | _____<br>Date | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] | NO |
| 4. _____<br>COMMISSIONERS' COURT APPROVAL | _____<br>Date | _____ | | | | _____ |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Mgr-Tax Coll's Section

CURRENT SLOT #: 140-001-0003 (Tax Office)
140-003-0002 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Mgr-Tax Coll's Section

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 65,507.00 | $ 65,507.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

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

Additional responsibilities administering the auditing, preparation of financial accounting balance sheets, etc., of the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | Esther A. Clark/HRS<br>HUMAN RESOURCES DIRECTOR | 3/12/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Mgr-MV License Section

CURRENT SLOT #: 140-001-0004 (Tax Office)
140-003-0003 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Mgr-MV Section

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 60,098.00 | $ 60,098.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

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

Additional responsibilities administering the auditing, preparation of financial accounting balance sheets, etc., of the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r | 11-24-14 | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| | DEPARTMENT HEAD | Date | | | | | |
| 2. | Esther A. Cortez/mg | 3/2/15 | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| | HUMAN RESOURCES DIRECTOR | Date | | | | | |
| 3. | | | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] | NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | Date | | | | | |
| 4. | | | | | | | |
| | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE
DATE: 11/21/2014

CURRENT POSITION TITLE: Mgr-Assessing Section
CURRENT SLOT #: 140-001-0006 (Tax Office) 140-003-0004 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Mgr-Assessing Section

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 56,162.00 | $ 56,162.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

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

Additional responsibilities administering the auditing, preparation of financial accounting balance sheets, etc., of the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | Esther O Cantu Ing<br>HUMAN RESOURCES DIRECTOR | 3/12/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE
DATE: 11/21/2014

CURRENT POSITION TITLE: Account's Report Specialist
CURRENT SLOT #: 140-001-0007 (Tax Office)
140-003-0005 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Account's Report Specialist

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 54,349.00 | $ 54,349.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Additional responsibilities generating system accounting special reports for the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/24/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [X] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Accountant IV

CURRENT SLOT #: 140-001-0008 (Tax Office)
140-003-0006 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Accountant IV

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 52,002.00 | $ 52,002.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Additional responsibilities auditing for the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r | 11-24-14 | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| | DEPARTMENT HEAD | Date | | | | | |
| 2. | | | PERSONNEL PROCEDURES COMPLETED | [ ] | YES | [ ] | NO |
| | HUMAN RESOURCES DIRECTOR | Date | | | | | |
| 3. | | | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] | NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | Date | | | | | |
| 4. | | | | | | | |
| | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Accountant III

CURRENT SLOT #: 140-001-0012 (Tax Office)
140-003-0007 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Accountant III

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 47,703.00 | $ 47,703.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Additional responsibilities preparing financial accounting balance sheets and bank reconciliations for the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r | 11-24-14 | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| | DEPARTMENT HEAD | Date | | | | | |
| 2. | Esther O. Cortez/mg | 3/12/15 | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| | HUMAN RESOURCES DIRECTOR | Date | | | | | |
| 3. | | | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] | NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | Date | | | | | |
| 4. | | | | | | | |
| | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE
DATE: 11/21/2014

CURRENT POSITION TITLE: Internal Auditor III
CURRENT SLOT #: 140-001-0138 (Tax Office)
140-003-0008 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Internal Auditor III

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 48,149.00 | $ 48,149.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Additional responsibilities assisting with the auditing, and preparing financial accounting balance sheets and bank reconciliations for the Special Inventory

Pre-Payment Programl. No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/24/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: CHIEF FRAUD INVESTIGATOR

CURRENT SLOT #: 140-001-0005 (Tax Office)
140-003-0007 (Special Vehicle Invent)

REQUESTED POSITION TITLE: CHIEF FRAUD INVESTIGATOR

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 54,203.00 | $ 54,203.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

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

Additional responsibilities policing car dealers to insure proper guidelines are followed in collecting Special Inventory taxes. No budget impact.

Funds available pursuant to Section 23.12(23,122(p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. | 11/24/14 | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| | DEPARTMENT HEAD | Date | | | | |
| 2. | | 3/18/15 | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| | HUMAN RESOURCES DIRECTOR | Date | | | | |
| 3. | | | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | Date | | | | |
| 4. | | | | | | |
| | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY TAX OFFICE

## CHIEF DEPUTY II

### GENERAL DESCRIPTION

Performs complex (senior-level) managerial work overseeing the county departments overall performance. Serves as the Chief of Staff for major countywide elected offices and fulfills all of the Elected Official's duties in their absence. Oversees all administrative and personnel matter including interviewing, hiring, firing, assigning duties and reprimanding. Other administrative duties include overseeing all divisions within the Elected Officials Office and maintaining a modern, professional and cooperative environment in the office. Handles all complaints from the public and attends meetings as well as any other functions requested by the Elected Official.

### EXAMPLES OF WORK PERFORMED

Must have general knowledge of the divisions within the Elected Official's office

Recommends to Elected Official hiring, disciplinary actions, transfers, promotions, and terminations

Develops training programs and implements same upon approval

Oversees the preparation of management and productivity reports and studies

Oversees special investigations, research studies, and internal audits

Assist Elected Official with budget development and administration

Recommends and implements departmental policy

Maintains department compliance with County policies, state and federal laws

Will serve as the liaison between the Elected Official's office and the software provider for the office

Performs all other related duties involved in the operation of the business as assigned or required

### GENERAL QUALIFICATION GUIDELINES

**Experience and Education**

Minimum of seven (7) years of experience in office administration with minimum four (4) year of supervisory experience

Experience in government environment

Graduation from an accredited four (4) year college or university in accounting, business administration, public administration or other related field

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two (2) years

Bilingual (English/Spanish) with the ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Ability to read, interpret, and accept documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

Ability to deal with problems involving several concrete variables in standardized situations

Must have experience in office or related work

Must have knowledge of computers and spreadsheets

Must have previous supervisory experience

General knowledge of city, county, and state government is required

Ability to assist the public in person or by telephone

Must have good writing and communication skills

Must be well organized

Ability to work well with others including vendors, department employees, elected officials, and departments heads

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## MANAGER, TAX COLLECTION SECTION

### GENERAL DESCRIPTION

Performs moderately complex (journey-level) managerial work overseeing the daily operations and activities of a County department's program(s). Work involves establishing goals and objectives; developing guidelines, procedures, rules, and regulations; developing schedules, priorities, and standards for achieving established goals; coordinating and evaluating program activities; and developing and evaluating budget requests. Plans, assigns, and supervises the work of others. Performs a variety of cashiering procedures for which guidelines exist, but where judgment frequently is required in non-routine situations and/or specialized subject knowledge.

### EXAMPLES OF WORK PERFORMED

Supervises tax office computer operations and personnel

Interviews applicants for employment, evaluating, training, and supervising employees

Maintains personnel records, time cards and processes time sheets; Submits any injury or illness reports to Risk Management when accidents or illnesses occur

Travels to and attends training courses, seminars, and other meetings when required

Must comply with all Board of Tax Professional Examiners requirements

Coordinates computer workload with other supervisors in order to insure that all deadlines and required computer-generated reports are accurate and completed timely

Evaluates specifications for computer equipment and supplies purchased throughout the year

Responsible for keeping track of supplies and ordering supplies when needed

Maintains budget reports and payroll reports

Assists with the effective rate calculations, publications, and filings of county and state required reports

Keeps track of title companies remote users access fees

Reviews and answers correspondence, composes letters and office forms

Oversees that state, county, and other entity reports are being prepared and transmitted timely

Supervises personnel in accordance with Civil Service Manual

Oversees that all returned checks are being processed

Must keep up with all Legislative changes and rules and keep Personnel informed

Visits sub-stations on a regular basis

Deals with the public and helping employees solve problems with taxpayers in person or by telephone, conveys messages, and makes telephone calls

Works closely with internal and external auditors, school and city personnel and delinquent tax attorneys

Must have good judgment, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job

Must be able to perform consistently and effectively under extreme pressure

Must observe on rules and safety procedures

Ensures that office is open and operational during all working hours

May perform other duties in the Assessing, Collection and Motor Vehicle department for cross training

Performs other duties as assigned

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Four (4) years of experience in office administration or related field with minimum one (1) year of supervisory experience

Experience in government environment

Graduation from an accredited four (4) year college or university in accounting, business administration, public administration or other related field.

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two years.

Must provide letter of recommendation from previous employer and copies of diplomas and certificates of achievements

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Ability to read and interpret documents such as safety rules, operating, and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees of departments

Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals

Ability to compute rates, ratios, and percents to draw and interpret bar graphs

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form

Ability to deal with problems involving several concrete variables in standardized situations

Employee may be assigned other duties in addition to those listed; Duties may change according to the changing needs of the County

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY TAX OFFICE

## MANAGER, MOTOR VEHICLE LICENSE SECTION

### GENERAL DESCRIPTION

To perform this managerial job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

### EXAMPLES OF WORK PERFORMED

Sees that all offices are opened and closed on time everyday. Sees that all employees are accounted for in the Edinburg office as well as reviewing daily logs in by the sub – stations

Oversees all employees attendance records, annual and sick leave

Monitors and oversees Workman's Compensation reports and works with Risk Management

Holds staff meetings at least twice or better per month

Checks and signs payroll time sheets as well as sees that all employees get their payroll checks

Files change of status reports on all employees

Interviews new applicants for employment after vacancy is created

Recommends to Tax Assessor/Collector applicant for employment

Resolves problems that may arise at the counter or anywhere within the office

Sees that the public is well treated at all times

Sees that all reports on the following are made on time: Auto Registrations, Liquor and Beer, Cash Variance, reports and other miscellaneous reports like commission on soft drinks and vending machines. Liquor permits to be checked with employee responsible that all permit renewals are handled in time for payment

Sees that supplies are on hand at all times

Sees that the budgeted monies are not overspent

Prepares the new budget

Sees that equipment inventory is up to date

Sees that all incoming mail is processed on a daily basis

**Tax Collector's Hearing** – Upon petition for a hearing, applicant is advised to bring all pertinent information required to set the hearing. A prepared brochure is given to applicant to follow procedures

Posts all returned checks and sees that they are paid, if not, places calls and follows up by letter requesting payment. If not paid within ninety (90) days, reports to the Texas Department of Transportation for credit, but at the same time, file through competent court or District Attorney's Office

Answers correspondence that is addressed to the office and oversees that all mails are answered property and promptly

Makes sure that all past due Beer Permits are renewed and authorized after being requested by Tax Assessor/Collector or by the Alcoholic Beverage Commission

Keeps up with all Legislative changes and rules directed by the Texas Department of Transportation and State Comptroller's Office

To make employees aware that they are responsible to read all circulars

Makes visits to sub-stations on a regular basis

Evaluates each employee at least twice a year if possible

Ability to work well with others

Other duties as assigned by Tax Assessor/Collector

Regular attendance is a must

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Graduation from a high school or equivalent (GED) with courses in typing, plus a minimum of one (1) year of responsible clerical work experience, preferably with a governmental entity

Any equivalent combination of experience and training which provides the required knowledge, skills and abilities

BBA Degree from a four (4) year accredited College or University in Accounting

Bilingual (Spanish and English) with ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Provide letter of recommendation form previous employer and/or letter of personal achievements

Provide copies of diplomas and certificates of achievements

**Knowledge, Skills, and Abilities**

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

Ability to operate or demonstrate ability to learn to operate a personal computer, an automated mail meter/processor, calculator, typewriter, copier, facsimile machine, cash register and electronic filing system

Ability to understand, follow and give oral and written instructions

Ability to establish and maintain moderately complex records and files and to organize data for reports independently, complying with reporting guidelines

Ability to proofread or completeness, accuracy and content

Ability to type at a speed of at least forty (40) words per minute

Ability to use standard work processing, data inquiry or spreadsheet software

Ability to read and interpret documents such as reference manuals, safety rules, operating and maintenance instructions and procedural manuals

Ability to write routine reports and correspondence

Ability to add, subtract, multiply and divide all units of measures, using whole numbers, common fractions and decimals

Ability to compute rate, ratio and percent to draw and interpret bar graphs

Ability to apply commonsense understanding to carry out instructions furnished in written, oral or diagram form

Ability to deal with problems involving several concrete variables in standardized situations

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

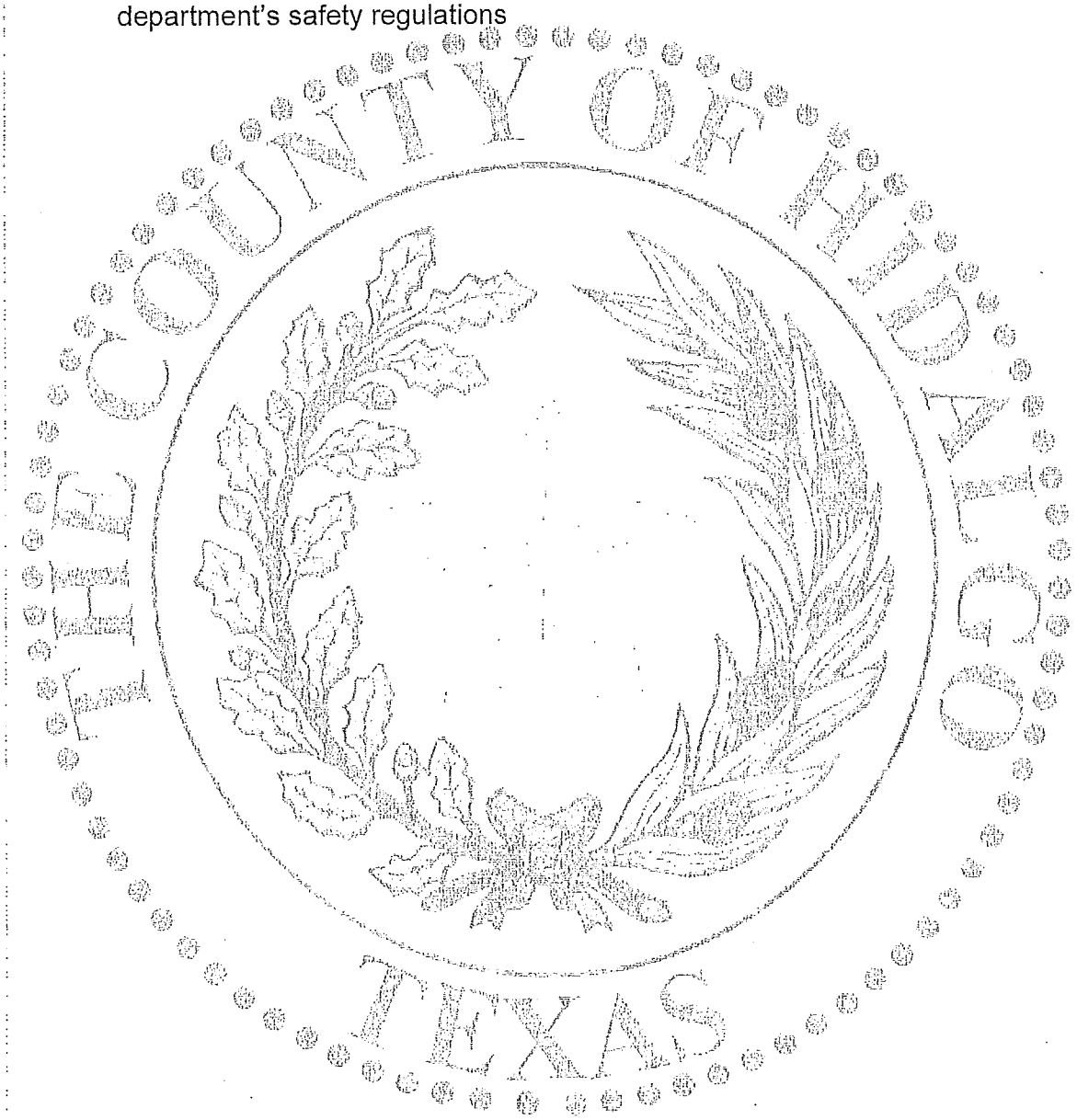
Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



# HIDALGO COUNTY

## MANAGER, TAX ASSESSING SECTION

### GENERAL DESCRIPTION

Performs a variety of procedures for which guideline exist and may require judgment and specialized subject knowledge.

### EXAMPLES OF WORK PERFORMED

Supervises Tax Office Computer Operations and Personnel. Interviews applicants for employment, evaluate, train and supervise employees. Maintains personnel records, time cards and processes time sheets. Submits any injury or illness reports to risk management when accidents or illness occur. Travels to and attends training courses, seminars and other meetings when required. Must comply with all Board of Tax Professional Examiners requirements

Coordinates computer workload with other supervisors in order to insure that all deadlines and required computer generated reports are accurate and completed timely

Evaluates specifications for computer equipment and supplies purchased throughout the year. Is responsible for keeping tract of supplies and ordering supplies when needed. Maintains budget reports and payroll reports

Keeps tract of title company's remote user access fees

Reviews and answers correspondence composes letters and office forms. Performs and maintains other duties as required, including organizing, planning, sorting and distributing incoming mail, faxing, filing, indexing, platting deeds, making copies, mailing and stuffing statements, prepares and submits post office forms for mail outs

Researches, compiles and analyzes data

Deals with the public and helps employees solve problems with taxpayers in person or by telephone, conveys messages and make telephone calls

Works closely with internal and external auditors, school and city personnel and delinquent tax attorneys

Must be flexible and available if assigned to perform other department duties for cross training

Must have good judgment, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job

Must be able to perform consistently and effectively under extreme pressure

Must be observant of rules and safety procedures

Ensures that office is open and operational during all working hours

Working hours may vary

Ability to work well with others

Regular attendance is a must

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Bachelor's degree in Business or supervising experience, preferably with government entity

Any equivalent combination of experience and training which provided the required knowledge, skills and abilities

Knowledge in word processing software or program related to maintain a tax database

Bilingual (Spanish and English) with ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Ability to read and interpret documents such as safety rules, operating, and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees of departments

Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals

Ability to compute rates, ratios, and percents to draw and interpret bar graphs

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form

Ability to deal with problems involving several concrete variables in standardized situations

Employee may be assigned other duties in addition to those listed. Duties may change according to the changing needs of the County

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## ACCOUNTS REPORT SPECIALIST

### GENERAL DESCRIPTION

Performs a variety of clerical functions which follow established procedures and which may require some judgment and specialized subject knowledge.

### EXAMPLES OF WORK PERFORMED

Supervises and operates computer system for Hidalgo County Tax Office

Generates tax statements, distribution and accountant reports for this organization, delinquent tax attorneys and all school and city entities collected by this organization

Coordinates computer workload with supervisors and employees in order to insure that all deadlines and required computer generated reports and statements are prepared accurate and completed on a timely basis

Works with staff making sure that all computers are in operation to perform all functions and duties of this organization

Communicates with vendors by telephone or in person

Becomes knowledgeable in the Texas Property Tax System

Travels to and attends training courses, seminars and other meetings when required

Complies with all Board of Tax Professional Examiners requirements

Must be able to keep a flexible work schedule (works nights, weekends and holidays during periods with heavy workload)

Must be flexible and available if assigned to perform other duties

Must have good judgment, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job

Must be able to perform consistently and effectively under extreme pressure

Must observe all rules and safety procedures

Must abide all regulations set forth by the Hidalgo County Civil Service Manual

Ability to work well with others

Regular attendance is a must

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Graduation from a high school or equivalent (GED)

College hours in Computer Programming and Accounting

Type forty-five (45) words per minute

Be familiar with and have experience with mainframe and personal computer operating systems

Must be able to manage data processing computer systems for the Hidalgo County Tax Office

Working knowledge of MS DOS, Quattro Pro, Lotus 23, Word Perfect, Dbase or other similar software programs, i.e. printers, tape drives, cables, modems and other related computer equipment

Bilingual (Spanish and English) with ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals

Ability to compute rate, ration and percent to draw and interpret bar graphs

Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form

Ability to deal with problems involving several concrete variables in standardized situations

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## ACCOUNTANT IV

### GENERAL DESCRIPTION

Employee performs complex accounting work. Work involves preparing and overseeing the preparation of financial statements, records, and reports. May specialize in some phase of accounting work such as federal funds accounting; property and equipment control, cost, payroll, or bond servicing. May assign and/or supervise the work of others. Employee works under limited supervision with moderate latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Prepares financial statements, budgets, vouchers, and payrolls submitted by the agency

Prepares technical reports on estimates, cost data, and budget limits

Prepares monthly status analyses of funds and expenditures

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Maintains and/or oversees the maintenance of systems and controls necessary to provide accurate accounts of expenditures and budget balances for agency programs

Reviews various records, reports, applications, and contracts

May instruct staff on the maintenance of accounting records on expenditures and revenue collected, the positing of general ledgers, and the posting of journals

May approve and sign expense accounts and purchase vouchers submitted for payment

May assist in planning accounting and clerical work procedures

May direct the maintenance of accounting records on receipts and disbursements

May allocate tax revenues to the appropriate funds

May assign and/or supervise the work of others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three (3) to five (5) years demonstrated experience in accounting, governmental accounting, or commercial accounting, including supervisory experience

Graduation from an accredited four (4) year college or university with major course work in accounting or finance with 15 hours of accounting courses

### Knowledge, Skills, and Abilities

Knowledge of the agency's fiscal program; of governmental accounting; of budget control methods, policies, and procedures; and of laws and regulations pertaining to financial operations

Ability to interpret and apply accounting theory

Ability to plan and coordinate financial programs

Ability to plan procedures and coordinate accounting operations

Ability to interpret laws and regulations

Ability to assign and/or supervise the work of others

Knowledge in Uniform Grants Management Standards (UGMS) and GAAP

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## ACCOUNTANT III

### GENERAL DESCRIPTION

Employee will perform moderately complex accounting work. Work involves preparing financial statements, records, documents, or reports. Employee may specialize in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, or bond servicing. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment and may supervise the work of others.

### EXAMPLES OF WORK PERFORMED

Prepares and/or oversees the preparation of financial statements with schedules and exhibits

Prepares and/or oversees the preparation of technical reports on estimates, cost data, and budget items

Prepares and posts various vouchers and audits them for accuracy

Prepares monthly status analyses of funds and expenditures

Prepares various reports on federal grants, regulations, and statistics, as required

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Assists in planning procedures and regulations to control the disbursement of allocated funds and in preparing letters of instruction, manual revisions, and related forms as necessary

Serves as a consultant on accounting matters to administrative, supervisory, or technical staff, and assists agency administrators in applying financial data to the resolution of administrative or operating problems

Provides technical assistance to technical and lower-level accounting staff in clarifying operating problems, such as the allocation of income or expenses; cost accounting procedures; the closing, correcting, or adjusting of journal entries; and the preparation of special exhibits and schedules

Recommends improvements, adaptations, or revisions to the accounting system and accompanying procedures

May train staff on the maintenance of accounting records on expenditures and revenue collected, the posting of general ledgers, and the posting of journals

May supervise the work of others

Performs related work as assigned

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Two (2) to three (3) years of progressive experience in accounting, governmental accounting, or commercial accounting

Graduation from an accredited four-year college or university with a Bachelor's in Business Administration with major coursework in Accounting or Finance with 15 hours of accounting courses

**Knowledge, Skills, and Abilities**

Knowledge of accounting principles and procedures; of budget controls; and of purchasing methods and procedures

Knowledge of MS Word, Excel and 10-key calculator

Ability, to perform complex accounting transactions, to interpret laws and regulations, to interpret and apply accounting theory

Ability to supervise the work of others

Knowledge of Uniform Grants Management Standards (UGMS) and GAAP

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## INTERNAL AUDITOR III

### GENERAL DESCRIPTION

Performs moderately complex (journey-level) auditing work; Work involves examining, investigating, and reviewing records, reports, financial statements, information systems, and management practices to ensure legal compliance with state statutes and internal regulations; and conducting audits for program economy, efficiency, and effectiveness; May train others; Works under general supervision with limited latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Examines the management operations, internal control systems, and accounting records for adequacy, accuracy, and compliance with legal regulations

Identifies and reports questionable or erroneous transactions or recordings

Prepares audit reports of findings, outlines discrepancies, and recommends corrective actions

Advises on requirements, liabilities, and penalties of compliance and noncompliance, and recommends improved accounting systems

Analyzes accounting and management operations systems and identifies internal controls

Verifies and reconciles bank accounts, appropriations balances, fixed assets, and supply inventories

Reviews and evaluates internal control structures

May perform statistical random sampling of data

May perform compliance testing of significant controls to determine electronic system reliance

May conduct special investigations into questionable practices or records

May train others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three (3) to five (5) years of experience in accounting, auditing, or management information systems work

Graduation from an accredited four (4) year college or university with major course work in accounting, business administration, computer or management information systems or a related field

Experience and education may be substituted for one another

### Certificates, Licenses, Registration

May require certification as a Certified Public Accountant (CPA), Certified Internal Auditor (CIA), Certified Information Systems Auditor (CISA), Certified Management Accountant (CMA), Certified Professional Environmental Auditor (CPEA), or Certified Government Auditing Professional (CGAP)

### Knowledge, Skills, and Abilities

Knowledge of accounting methods and systems and of generally accepted auditing standards and procedures

Ability to compose clear and concise audit reports, to gather and analyze accurate and relevant audit information, to communicate effectively, and to evaluate documents for accuracy and legal conformance

## PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY TAX OFFICE

## CHIEF FRAUD INVESTIGATOR

### GENERAL DESCRIPTION

Performs highly advanced (senior-level) investigative work; Work involves planning, organizing, and conducting investigations relating to fraud concerning county matters. May plan, assign, and/or supervise the work of others; Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Oversees or conducts investigations of alleged violations of laws, rules, and regulations

Assists Federal, State and Local Law Enforcement agencies

Oversees or conducts background and personal history investigations, reviews records, and verifies information

Makes lawful arrests for violations of Laws for the State of Texas and local government ordinances and resolutions

Oversees or contacts and interviews witnesses and complainants

Oversees or evaluates and summarizes investigative findings

Reviews gathered and labeled evidence, photographs, fingerprints and will guard and transport prisoners

Oversees or examines, investigates, and analyzes the business activities of entities to ensure compliance with statutory standards and regulations

Testifies and presents evidence in formal hearings or court proceedings

Reviews and analyzes records and reports for compliance with laws and regulations

Reviews investigative techniques, policies, and regulations; and recommends improvements, changes, or modifications

Monitors the quality and quantity of investigations conducted

Develops procedures for conducting investigations and trainings

May address and work with community groups to promote good public relations and to inform citizens on designated subject matter

Serves court papers, writs, subpoenas, summons, capias, felony and misdemeanor warrants, and makes arrests

May perform undercover or surveillance work regarding suspected violators

Ensures that the job functions mentioned above are properly performed by subordinate personnel

Performs related work as assigned

Hours may vary

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Five (5) years of Law Enforcement experience as a full time peace officer

Two (2) years of investigative work experience

Graduation from an accredited four (4) year college or university with major course work in criminal justice or a related field

Two (2) years of experience may be substituted for one (1) year of education

Bilingual (English/Spanish) with the ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Must possess an intermediate Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standards and Education

**Knowledge, Skills, and Abilities**

Knowledge of investigative principles, techniques, and procedures; and of court procedures, practices, and rules of evidence

Skill in the operation of technical equipment and detection devices

Proper use and properly care for firearms

Ability to read, analyze and interpret the complex documents

Ability to think logically and objectively

Ability to plan, organize, and conduct investigations; to interpret and apply laws and regulations; to conduct interviews and gather facts; to evaluate findings; to prepare reports; to testify in hearings and court proceedings; and to plan, assign, and/or supervise the work of others

Understanding of pertinent federal, state and local laws, regulations and codes

Knowledge in principles and practices of legal document preparation including citations and arrest warrants

Knowledge of laws of arrest, search and seizure, service of legal process, and the legal right of citizens

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: CHIEF DEPUTY II

CURRENT SLOT #: 140-001-0002 (Tax Office)
140-003-0001 (Special Vehicle Invent)

REQUESTED POSITION TITLE: CHIEF DEPUTY II

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 76,407.00 | $ 76,407.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 5,000.00 | $ 5,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [X] | Exempt | [X] |
| Non-Exempt | [ ] | Non-Exempt | [ ] |
| N/A | [ ] | | |

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

Additional responsibilities overseeing the administration of the Special Inventory Pre-Payment Program. No budget impact.

Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | Estela A. Castaño<br>HUMAN RESOURCES DIRECTOR | 3/12/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | <br>DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 4. | <br>COMMISSIONERS' COURT APPROVAL | <br>Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Mgr-Tax Coll's Section

CURRENT SLOT #: 140-001-0003 (Tax Office)
140-003-0002 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Mgr-Tax Coll's Section

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 65,507.00 | $ 65,507.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [X] |
| Non-Exempt | [X] | Non-Exempt | [ ] |
| N/A | [ ] | | |

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

Additional responsibilities administering the auditing, preparation of financial accounting balance sheets, etc., of the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | X | YES | NO |
| 2. | Esmeralda Marty /MG<br>HUMAN RESOURCES DIRECTOR | 3/12/15<br>Date | PERSONNEL PROCEDURES COMPLETED | ✓ | YES | NO |
| 3. | <br>DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | ✓ | YES | NO |
| 4. | <br>COMMISSIONERS' COURT APPROVAL | <br>Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Mgr-MV Section License

CURRENT SLOT #: 140-001-0004 (Tax Office)
140-003-0003 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Mgr-MV Section License

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 60,098.00 | $ 60,098.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [X] |
| Non-Exempt | [X] | Non-Exempt | [ ] |
| N/A | [ ] | | |

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

Additional responsibilities administering the auditing, preparation of financial accounting balance sheets, etc., of the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. Esther A. Cortez/mg<br>HUMAN RESOURCES DIRECTOR | 3/2/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3.<br>DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4.<br>COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Tax Mgr-Assessing Section

CURRENT SLOT #: 140-001-0006 (Tax Office)
140-003-0004 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Tax Mgr-Assessing Section

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 56,162.00 | $ 56,162.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X]
Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [X] |
| Non-Exempt | [X] | Non-Exempt | [ ] |
| N/A | [ ] | | |

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

Additional responsibilities administering the auditing, preparation of financial accounting balance sheets, etc., of the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | X | YES | NO |
| 2. | Esther O Cantu Ing<br>HUMAN RESOURCES DIRECTOR | 3/12/15<br>Date | PERSONNEL PROCEDURES COMPLETED | ✓ | YES | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | ✓ | YES | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE
DATE: 11/21/2014

CURRENT POSITION TITLE: Account's Report Specialist
CURRENT SLOT #: 140-001-0007 (Tax Office)
140-003-0005 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Account's Report Specialist

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 54,349.00 | $ 54,349.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Additional responsibilities generating system accounting special reports for the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/12/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Accountant IV

CURRENT SLOT #: 140-001-0008 (Tax Office)
140-003-0006 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Accountant IV

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 52,002.00 | $ 52,002.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Additional responsibilities auditing for the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | Esthan A. Cathey Jr<br>HUMAN RESOURCES DIRECTOR | 3/16/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Accountant III

CURRENT SLOT #: 140-001-0012 (Tax Office)
140-003-0007 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Accountant III

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 47,703.00 | $ 47,703.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Additional responsibilities preparing financial accounting balance sheets and bank reconciliations for the Special Inventory Pre-Payment Program.

No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | Estela A. Cortez/mg<br>HUMAN RESOURCES DIRECTOR | 3/12/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
NOV 24 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: Internal Auditor III

CURRENT SLOT #: 140-001-0138 (Tax Office)
140-003-0008 (Special Vehicle Invent)

REQUESTED POSITION TITLE: Internal Auditor III

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 48,149.00 | $ 48,149.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Additional responsibilities assisting with the auditing, and preparing financial accounting balance sheets and bank reconciliations for the Special Inventory

Pre-Payment Programl. No budget impact. Funds available pursuant to Section 23.12(23.122 (p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | Paul Villarreal J.r<br>DEPARTMENT HEAD | 11-24-14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | [signature]<br>HUMAN RESOURCES DIRECTOR | 3/4/15<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | [signature]<br>DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: TAX OFFICE

DATE: 11/21/2014

CURRENT POSITION TITLE: CHIEF FRAUD INVESTIGATOR

CURRENT SLOT #: 140-001-0005 (Tax Office)
140-003-0009 (Special Vehicle Invent)

REQUESTED POSITION TITLE: CHIEF FRAUD INVESTIGATOR

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other ADD COST ALLOCATION

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

**POSITION SALARY REQUEST:**

Salary Amount **(Tax Office 140-001):**

| $ 54,203.00 | $ 54,203.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Salary Amount **(Tax Office/Special Inventory 140-003):**

| $ 0.00 | $ 3,000.00 | $ 3,000.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **Tax Office/Special Vehicle Inventory Funds (1246)**

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☒ |
| Non-Exempt | ☒ | Non-Exempt | ☐ |
| N/A | ☐ | | |

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

Additional responsibilities policing car dealers to insure proper guidelines are followed in collecting Special Inventory taxes. No budget impact.

Funds available pursuant to Section 23.12(23,122(p) of the Texas Property Tax Code.

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

See attached.

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

n/a

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

Funded through special revenue account #1246.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr.<br>DEPARTMENT HEAD | 11/24/14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | X | YES | | NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/12/15<br>Date | PERSONNEL PROCEDURES COMPLETED | ✓ | YES | | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | ✓ | YES | | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 06 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 SCOFFLAW FUND **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 1, 2

**REQUESTED POSITION TITLE:** SCOFFLAW DEPUTY CLERK I
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other CREATE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.0 (Current Budgeted Salary) $ ~~30,000.00~~ 30,000.00 x 2 Dm. (Proposed Budgeted Salary) $ ~~30,000.00~~ 60,000.00 Dm. (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

AFTER REVIEWING TAX OFFICE STAFF, A GREAT NEED EXISTS FOR (2) SCOFFLAW DEPUTY CLERK I'S TO ASSIST IN ADMINISTERING THE SCOFFLAW PROGRAM.

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

See attached.

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

n/a

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

See Attached.

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

No Budget Impact./To be funded within Department's SCOFFLAW FUND.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/12/15<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY TAX OFFICE

## SCOFFLAW DEPUTY CLERK I

### GENERAL DESCRIPTION

Performs moderately complex (journey-level) clerical work; Work involves support tasks primarily involving customer service and clerical activities which may include: processing inquiries and requests for information, entering and maintaining data, cashiering. Works under close supervision with minimal latitude for the use of initiative and independent judgment.

Assisting in the Administration of Scofflaw Program. Will assist with overall responsibility of one or more IT projects in probing and flagging MV License plates with Texas Department Of Transportation. Compile and analyze data for the Department Of Budget and Management for Scofflaw Collections.

### EXAMPLES OF WORK PERFORMED

Hold offenders financially accountable

Increase collections of fines and fees owed to County

Verify driver's license with Scofflaw Database program in order to see if the customer owes an outstanding fine before selling registration renewals

Answer questions regarding customers who failed to pay outstanding fees and fines

Train employees on the Scofflaw program and explain why we cannot register their vehicle

Explain what steps need to be taken before they can register their vehicles

Communicates with Justice of the Peace who setup partial payment plans, dismissals, appeals, Judicial Action or Clerical Corrections for customers

Ensure all Scofflaw Denial Notice/Release letter have been collected

Ensure all subcontractor customers are not on the scofflaw database before registration is to be processed

Report and Measure Program Success on how many accounts are cleared and how much the office helped collect in fines

Report on how many outstanding records fines have been denied and reported on the loss of time and money in registration fees have been lost due to scofflaw registration denied

Audit employee scofflaw denials

Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting, stuffing and mailing documents

Enters information on office records to the computer and retrieves information to respond inquiries

Type correspondence and other documents and materials using a typewriter and/or processing software

Assist the public in person or by telephone, convey messages, make telephone cals, faxes and distributes mail

Ability to work well with others

Regular attendance is a must

Performs related duties as required

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Graduation from a high school or equivalent (GED), plus two (2) years of general office experience or an equivalent combination of experience and training which provides the required knowledge, skills and abilities

Two (2) years of experience may be substituted for one (1) year of education

Bilingual (Spanish and English) with the ability to converse fluently in both languages

### Certificates, Licenses, & Registration

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

### Knowledge, Skills, and Abilities

Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedures manuals

Ability to fill out reports, answer routing correspondence and speak effectively to the public

Ability to deal with problems involving several concrete variables in standardized situations

Ability to operate a computer, typewriter and other basic office equipment

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY TAX OFFICE

## CHIEF DEPUTY II

### GENERAL DESCRIPTION

Performs complex (senior-level) managerial work overseeing the county departments overall performance. Serves as the Chief of Staff for major countywide elected offices and fulfills all of the Elected Official's duties in their absence. Oversees all administrative and personnel matter including interviewing, hiring, firing, assigning duties and reprimanding. Other administrative duties include overseeing all divisions within the Elected Officials Office and maintaining a modern, professional and cooperative environment in the office. Handles all complaints from the public and attends meetings as well as any other functions requested by the Elected Official.

### EXAMPLES OF WORK PERFORMED

Must have general knowledge of the divisions within the Elected Official's office.

Recommends to Elected Official hiring, disciplinary actions, transfers, promotions, and terminations

Develops training programs and implements same upon approval

Oversees the preparation of management and productivity reports and studies

Oversees special investigations, research studies, and internal audits

Assist Elected Official with budget development and administration

Recommends and implements departmental policy

Maintains department compliance with County policies, state and federal laws

Will serve as the liaison between the Elected Official's office and the software provider for the office

Performs all other related duties involved in the operation of the business as assigned or required

### GENERAL QUALIFICATION GUIDELINES

**Experience and Education**

Minimum of seven (7) years of experience in office administration with minimum four (4) year of supervisory experience

Experience in government environment

Graduation from an accredited four (4) year college or university in accounting, business administration, public administration or other related field

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two (2) years

Bilingual (English/Spanish) with the ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Ability to read, interpret, and accept documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

Ability to deal with problems involving several concrete variables in standardized situations

Must have experience in office or related work

Must have knowledge of computers and spreadsheets

Must have previous supervisory experience

General knowledge of city, county, and state government is required

Ability to assist the public in person or by telephone

Must have good writing and communication skills

Must be well organized

Ability to work well with others including vendors, department employees, elected officials, and departments heads

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## MANAGER, TAX COLLECTION SECTION

### GENERAL DESCRIPTION

Performs moderately complex (journey-level) managerial work overseeing the daily operations and activities of a County department's program(s). Work involves establishing goals and objectives; developing guidelines, procedures, rules, and regulations; developing schedules, priorities, and standards for achieving established goals; coordinating and evaluating program activities; and developing and evaluating budget requests. Plans, assigns, and supervises the work of others. Performs a variety of cashiering procedures for which guidelines exist, but where judgment frequently is required in non-routine situations and/or specialized subject knowledge.

### EXAMPLES OF WORK PERFORMED

Supervises tax office computer operations and personnel

Interviews applicants for employment, evaluating, training, and supervising employees

Maintains personnel records, time cards and processes time sheets; Submits any injury or illness reports to Risk Management when accidents or illnesses occur

Travels to and attends training courses, seminars, and other meetings when required

Must comply with all Board of Tax Professional Examiners requirements

Coordinates computer workload with other supervisors in order to insure that all deadlines and required computer-generated reports are accurate and completed timely

Evaluates specifications for computer equipment and supplies purchased throughout the year

Responsible for keeping track of supplies and ordering supplies when needed

Maintains budget reports and payroll reports

Assists with the effective rate calculations, publications, and filings of county and state required reports

Keeps track of title companies remote users access fees

Reviews and answers correspondence, composes letters and office forms

Oversees that state, county, and other entity reports are being prepared and transmitted timely

Supervises personnel in accordance with Civil Service Manual

Oversees that all returned checks are being processed

Must keep up with all Legislative changes and rules and keep Personnel informed

Visits sub-stations on a regular basis

Deals with the public and helping employees solve problems with taxpayers in person or by telephone, conveys messages, and makes telephone calls

Works closely with internal and external auditors, school and city personnel and delinquent tax attorneys

Must have good judgment, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job

Must be able to perform consistently and effectively under extreme pressure

Must observe on rules and safety procedures

Ensures that office is open and operational during all working hours

May perform other duties in the Assessing, Collection and Motor Vehicle department for cross training

Performs other duties as assigned

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Four (4) years of experience in office administration or related field with minimum one (1) year of supervisory experience

Experience in government environment

Graduation from an accredited four (4) year college or university in accounting, business administration, public administration or other related field.

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two years.

Must provide letter of recommendation from previous employer and copies of diplomas and certificates of achievements

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Ability to read and interpret documents such as safety rules, operating, and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees of departments

Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals

Ability to compute rates, ratios, and percents to draw and interpret bar graphs

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form

Ability to deal with problems involving several concrete variables in standardized situations

Employee may be assigned other duties in addition to those listed; Duties may change according to the changing needs of the County

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY TAX OFFICE

## MANAGER, MOTOR VEHICLE LICENSE SECTION

### GENERAL DESCRIPTION

To perform this managerial job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

### EXAMPLES OF WORK PERFORMED

Sees that all offices are opened and closed on time everyday. Sees that all employees are accounted for in the Edinburg office as well as reviewing daily logs in by the sub – stations

Oversees all employees attendance records, annual and sick leave

Monitors and oversees Workman's Compensation reports and works with Risk Management

Holds staff meetings at least twice or better per month

Checks and signs payroll time sheets as well as sees that all employees get their payroll checks

Files change of status reports on all employees

Interviews new applicants for employment after vacancy is created

Recommends to Tax Assessor/Collector applicant for employment

Resolves problems that may arise at the counter or anywhere within the office

Sees that the public is well treated at all times

Sees that all reports on the following are made on time: Auto Registrations, Liquor and Beer, Cash Variance, reports and other miscellaneous reports like commission on soft drinks and vending machines. Liquor permits to be checked with employee responsible that all permit renewals are handled in time for payment

Sees that supplies are on hand at all times

Sees that the budgeted monies are not overspent

Prepares the new budget

Sees that equipment inventory is up to date

Sees that all incoming mail is processed on a daily basis

**Tax Collector's Hearing** – Upon petition for a hearing, applicant is advised to bring all pertinent information required to set the hearing. A prepared brochure is given to applicant to follow procedures

Posts all returned checks and sees that they are paid, if not, places calls and follows up by letter requesting payment. If not paid within ninety (90) days, reports to the Texas Department of Transportation for credit, but at the same time, file through competent court or District Attorney's Office

Answers correspondence that is addressed to the office and oversees that all mails are answered property and promptly

Makes sure that all past due Beer Permits are renewed and authorized after being requested by Tax Assessor/Collector or by the Alcoholic Beverage Commission

Keeps up with all Legislative changes and rules directed by the Texas Department of Transportation and State Comptroller's Office

To make employees aware that they are responsible to read all circulars

Makes visits to sub-stations on a regular basis

Evaluates each employee at least twice a year if possible

Ability to work well with others

Other duties as assigned by Tax Assessor/Collector

Regular attendance is a must

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Graduation from a high school or equivalent (GED) with courses in typing, plus a minimum of one (1) year of responsible clerical work experience, preferably with a governmental entity

Any equivalent combination of experience and training which provides the required knowledge, skills and abilities

BBA Degree from a four (4) year accredited College or University in Accounting

Bilingual (Spanish and English) with ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Provide letter of recommendation form previous employer and/or letter of personal achievements

Provide copies of diplomas and certificates of achievements

**Knowledge, Skills, and Abilities**

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

Ability to operate or demonstrate ability to learn to operate a personal computer, an automated mail meter/processor, calculator, typewriter, copier, facsimile machine, cash register and electronic filing system

Ability to understand, follow and give oral and written instructions

Ability to establish and maintain moderately complex records and files and to organize data for reports independently, complying with reporting guidelines

Ability to proofread or completeness, accuracy and content

Ability to type at a speed of at least forty (40) words per minute

Ability to use standard work processing, data inquiry or spreadsheet software

Ability to read and interpret documents such as reference manuals, safety rules, operating and maintenance instructions and procedural manuals

Ability to write routine reports and correspondence

Ability to add, subtract, multiply and divide all units of measures, using whole numbers, common fractions and decimals

Ability to compute rate, ratio and percent to draw and interpret bar graphs

Ability to apply commonsense understanding to carry out instructions furnished in written, oral or diagram form

Ability to deal with problems involving several concrete variables in standardized situations

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



# HIDALGO COUNTY

## MANAGER, TAX ASSESSING SECTION

### GENERAL DESCRIPTION

Performs a variety of procedures for which guideline exist and may require judgment and specialized subject knowledge.

### EXAMPLES OF WORK PERFORMED

Supervises Tax Office Computer Operations and Personnel. Interviews applicants for employment, evaluate, train and supervise employees. Maintains personnel records, time cards and processes time sheets. Submits any injury or illness reports to risk management when accidents or illness occur. Travels to and attends training courses, seminars and other meetings when required. Must comply with all Board of Tax Professional Examiners requirements

Coordinates computer workload with other supervisors in order to insure that all deadlines and required computer generated reports are accurate and completed timely

Evaluates specifications for computer equipment and supplies purchased throughout the year. Is responsible for keeping tract of supplies and ordering supplies when needed. Maintains budget reports and payroll reports

Keeps tract of title company's remote user access fees

Reviews and answers correspondence, composes letters and office forms. Performs and maintains other duties as required, including organizing, planning, sorting and distributing incoming mail, faxing, filing, indexing, platting deeds, making copies, mailing and stuffing statements, prepares and submits post office forms for mail outs

Researches, compiles and analyzes data

Deals with the public and helps employees solve problems with taxpayers in person or by telephone, conveys messages and make telephone calls

Works closely with internal and external auditors, school and city personnel and delinquent tax attorneys

Must be flexible and available if assigned to perform other department duties for cross training

Must have good judgment, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job

Must be able to perform consistently and effectively under extreme pressure

Must be observant of rules and safety procedures

Ensures that office is open and operational during all working hours

Working hours may vary

Ability to work well with others

Regular attendance is a must

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Bachelor's degree in Business or supervising experience, preferably with government entity

Any equivalent combination of experience and training which provided the required knowledge, skills and abilities

Knowledge in word processing software or program related to maintain a tax database

Bilingual (Spanish and English) with ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Ability to read and interpret documents such as safety rules, operating, and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees of departments

Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals

Ability to compute rates, ratios, and percents to draw and interpret bar graphs

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form

Ability to deal with problems involving several concrete variables in standardized situations

Employee may be assigned other duties in addition to those listed. Duties may change according to the changing needs of the County

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

THE COUNTY OF HIDALGO
TEXAS

# HIDALGO COUNTY

## ACCOUNTS REPORT SPECIALIST

**GENERAL DESCRIPTION**

Performs a variety of clerical functions which follow established procedures and which may require some judgment and specialized subject knowledge.

**EXAMPLES OF WORK PERFORMED**

Supervises and operates computer system for Hidalgo County Tax Office

Generates tax statements, distribution and accountant reports for this organization, delinquent tax attorneys and all school and city entities collected by this organization

Coordinates computer workload with supervisors and employees in order to insure that all deadlines and required computer generated reports and statements are prepared accurate and completed on a timely basis

Works with staff making sure that all computers are in operation to perform all functions and duties of this organization

Communicates with vendors by telephone or in person

Becomes knowledgeable in the Texas Property Tax System

Travels to and attends training courses, seminars and other meetings when required

Complies with all Board of Tax Professional Examiners requirements

Must be able to keep a flexible work schedule (works nights, weekends and holidays during periods with heavy workload)

Must be flexible and available if assigned to perform other duties

Must have good judgment, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job

Must be able to perform consistently and effectively under extreme pressure

Must observe all rules and safety procedures

Must abide all regulations set forth by the Hidalgo County Civil Service Manual

Ability to work well with others

Regular attendance is a must

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Graduation from a high school or equivalent (GED)

College hours in Computer Programming and Accounting

Type forty-five (45) words per minute

Be familiar with and have experience with mainframe and personal computer operating systems

Must be able to manage data processing computer systems for the Hidalgo County Tax Office

Working knowledge of MS DOS, Quattro Pro, Lotus 23, Word Perfect, Dbase or other similar software programs, i.e. printers, tape drives, cables, modems and other related computer equipment

Bilingual (Spanish and English) with ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals

Ability to compute rate, ration and percent to draw and interpret bar graphs

Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form

Ability to deal with problems involving several concrete variables in standardized situations

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## ACCOUNTANT IV

### GENERAL DESCRIPTION

Employee performs complex accounting work. Work involves preparing and overseeing the preparation of financial statements, records, and reports. May specialize in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, or bond servicing. May assign and/or supervise the work of others. Employee works under limited supervision with moderate latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Prepares financial statements, budgets, vouchers, and payrolls submitted by the agency

Prepares technical reports on estimates, cost data, and budget limits

Prepares monthly status analyses of funds and expenditures

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Maintains and/or oversees the maintenance of systems and controls necessary to provide accurate accounts of expenditures and budget balances for agency programs

Reviews various records, reports, applications, and contracts

May instruct staff on the maintenance of accounting records on expenditures and revenue collected, the positing of general ledgers, and the posting of journals

May approve and sign expense accounts and purchase vouchers submitted for payment

May assist in planning accounting and clerical work procedures

May direct the maintenance of accounting records on receipts and disbursements

May allocate tax revenues to the appropriate funds

May assign and/or supervise the work of others

Performs related work as assigned

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Three (3) to five (5) years demonstrated experience in accounting, governmental accounting, or commercial accounting, including supervisory experience

Graduation from an accredited four (4) year college or university with major course work in accounting or finance with 15 hours of accounting courses

**Knowledge, Skills, and Abilities**

Knowledge of the agency's fiscal program; of governmental accounting; of budget control methods, policies, and procedures; and of laws and regulations pertaining to financial operations

Ability to interpret and apply accounting theory

Ability to plan and coordinate financial programs

Ability to plan procedures and coordinate accounting operations

Ability to interpret laws and regulations

Ability to assign and/or supervise the work of others

Knowledge in Uniform Grants Management Standards (UGMS) and GAAP

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## ACCOUNTANT III

### GENERAL DESCRIPTION

Employee will perform moderately complex accounting work. Work involves preparing financial statements, records, documents, or reports. Employee may specialize in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, or bond servicing. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment and may supervise the work of others.

### EXAMPLES OF WORK PERFORMED

Prepares and/or oversees the preparation of financial statements with schedules and exhibits

Prepares and/or oversees the preparation of technical reports on estimates, cost data, and budget items

Prepares and posts various vouchers and audits them for accuracy

Prepares monthly status analyses of funds and expenditures

Prepares various reports on federal grants, regulations, and statistics, as required

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Assists in planning procedures and regulations to control the disbursement of allocated funds and in preparing letters of instruction, manual revisions, and related forms as necessary

Serves as a consultant on accounting matters to administrative, supervisory, or technical staff, and assists agency administrators in applying financial data to the resolution of administrative or operating problems

Provides technical assistance to technical and lower-level accounting staff in clarifying operating problems, such as the allocation of income or expenses; cost accounting procedures; the closing, correcting, or adjusting of journal entries; and the preparation of special exhibits and schedules

Recommends improvements, adaptations, or revisions to the accounting system and accompanying procedures

May train staff on the maintenance of accounting records on expenditures and revenue collected, the posting of general ledgers, and the posting of journals

May supervise the work of others

Performs related work as assigned

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Two (2) to three (3) years of progressive experience in accounting, governmental accounting, or commercial accounting

Graduation from an accredited four-year college or university with a Bachelor's in Business Administration with major coursework in Accounting or Finance with 15 hours of accounting courses

**Knowledge, Skills, and Abilities**

Knowledge of accounting principles and procedures; of budget controls; and of purchasing methods and procedures

Knowledge of MS Word, Excel and 10-key calculator

Ability, to perform complex accounting transactions, to interpret laws and regulations, to interpret and apply accounting theory

Ability to supervise the work of others

Knowledge of Uniform Grants Management Standards (UGMS) and GAAP

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## INTERNAL AUDITOR III

### GENERAL DESCRIPTION

Performs moderately complex (journey-level) auditing work; Work involves examining, investigating, and reviewing records, reports, financial statements, information systems, and management practices to ensure legal compliance with state statutes and internal regulations; and conducting audits for program economy, efficiency, and effectiveness; May train others; Works under general supervision with limited latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Examines the management operations, internal control systems, and accounting records for adequacy, accuracy, and compliance with legal regulations

Identifies and reports questionable or erroneous transactions or recordings

Prepares audit reports of findings, outlines discrepancies, and recommends corrective actions

Advises on requirements, liabilities, and penalties of compliance and noncompliance, and recommends improved accounting systems

Analyzes accounting and management operations systems and identifies internal controls

Verifies and reconciles bank accounts, appropriations balances, fixed assets, and supply inventories

Reviews and evaluates internal control structures

May perform statistical random sampling of data

May perform compliance testing of significant controls to determine electronic system reliance

May conduct special investigations into questionable practices or records

May train others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

**Experience and Education**

Three (3) to five (5) years of experience in accounting, auditing, or management information systems work

Graduation from an accredited four (4) year college or university with major course work in accounting, business administration, computer or management information systems or a related field

Experience and education may be substituted for one another

**Certificates, Licenses, Registration**

May require certification as a Certified Public Accountant (CPA), Certified Internal Auditor (CIA), Certified Information Systems Auditor (CISA), Certified Management Accountant (CMA), Certified Professional Environmental Auditor (CPEA), or Certified Government Auditing Professional (CGAP)

**Knowledge, Skills, and Abilities**

Knowledge of accounting methods and systems and of generally accepted auditing standards and procedures

Ability to compose clear and concise audit reports, to gather and analyze accurate and relevant audit information, to communicate effectively, and to evaluate documents for accuracy and legal conformance

## PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY TAX OFFICE

## CHIEF FRAUD INVESTIGATOR

### GENERAL DESCRIPTION

Performs highly advanced (senior-level) investigative work; Work involves planning, organizing, and conducting investigations relating to fraud concerning county matters. May plan, assign, and/or supervise the work of others; Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Oversees or conducts investigations of alleged violations of laws, rules, and regulations

Assists Federal, State and Local Law Enforcement agencies

Oversees or conducts background and personal history investigations, reviews records, and verifies information

Makes lawful arrests for violations of Laws for the State of Texas and local government ordinances and resolutions

Oversees or contacts and interviews witnesses and complainants

Oversees or evaluates and summarizes investigative findings

Reviews gathered and labeled evidence, photographs, fingerprints and will guard and transport prisoners

Oversees or examines, investigates, and analyzes the business activities of entities to ensure compliance with statutory standards and regulations

Testifies and presents evidence in formal hearings or court proceedings

Reviews and analyzes records and reports for compliance with laws and regulations

Reviews investigative techniques, policies, and regulations; and recommends improvements, changes, or modifications

Monitors the quality and quantity of investigations conducted

Develops procedures for conducting investigations and trainings

May address and work with community groups to promote good public relations and to inform citizens on designated subject matter

Serves court papers, writs, subpoenas, summons, capias, felony and misdemeanor warrants, and makes arrests

May perform undercover or surveillance work regarding suspected violators

Ensures that the job functions mentioned above are properly performed by subordinate personnel

Performs related work as assigned

Hours may vary

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Five (5) years of Law Enforcement experience as a full time peace officer

Two (2) years of investigative work experience

Graduation from an accredited four (4) year college or university with major course work in criminal justice or a related field

Two (2) years of experience may be substituted for one (1) year of education

Bilingual (English/Spanish) with the ability to converse fluently in both languages

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Must possess an intermediate Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standards and Education

**Knowledge, Skills, and Abilities**

Knowledge of investigative principles, techniques, and procedures; and of court procedures, practices, and rules of evidence

Skill in the operation of technical equipment and detection devices

Proper use and properly care for firearms

Ability to read, analyze and interpret the complex documents

Ability to think logically and objectively

Ability to plan, organize, and conduct investigations; to interpret and apply laws and regulations; to conduct interviews and gather facts; to evaluate findings; to prepare reports; to testify in hearings and court proceedings; and to plan, assign, and/or supervise the work of others

Understanding of pertinent federal, state and local laws, regulations and codes

Knowledge in principles and practices of legal document preparation including citations and arrest warrants

Knowledge of laws of arrest, search and seizure, service of legal process, and the legal right of citizens

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## Department of Budget & Management
### FISCAL NOTE

***•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.***

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 17, 2015 Agenda Item: 48894

Summary of request/proposal:
Tax Office (1100):
Approval of the following personnel requests, effective next full pay period, 3/23/2015:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Chief Deputy II | 0002 | 113 | 76,407.00 | 76,407.00 | 0.00 |
| 1100 | Mgr- Tax Coll Section | 0003 | 113 | 65,507.00 | 65,507.00 | 0.00 |
| 1100 | Mgr- MV License Section | 0004 | 113 | 60,098.00 | 60,098.00 | 0.00 |
| 1100 | Mgr- Tax Assessing Section | 0006 | 113 | 56,162.00 | 56,162.00 | 0.00 |
| 1100 | Accts Report Specialist | 0007 | 113 | 54,349.00 | 54,349.00 | 0.00 |
| 1100 | Accountant IV | 0008 | 113 | 52,002.00 | 52,002.00 | 0.00 |
| 1100 | Accountant III | 0012 | 113 | 47,703.00 | 47,703.00 | 0.00 |
| 1100 | Internal Auditor III | 0138 | 113 | 48,149.00 | 48,149.00 | 0.00 |
| 1100 | Chief Fraud Investigator | 0005 | 113 | 54,203.00 | 54,203.00 | 0.00 |
| | | | | | | |
| | | | | | | |
| | | | | 514,580.00 | 514,580.00 | 0.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 5-1100-415-15-140-001- | 113 | Tax Office- | REGULAR FULL TIME | $0.00 |
| 5-1100-415-15-140-001- | 211 | Tax Office- | HEALTH INSURANCE | $0.00 |
| 5-1100-415-15-140-001- | 212 | Tax Office- | LIFE INSURANCE | $0.00 |
| 5-1100-415-15-140-001- | 220 | Tax Office- | FICA | $0.00 |
| 5-1100-415-15-140-001- | 230 | Tax Office- | RETIREMENT | $0.00 |
| 5-1100-415-15-140-001- | 250 | Tax Office- | UNEMPLOYMENT COMP | $0.00 |
| 5-1100-415-15-140-001- | 260 | Tax Office- | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2015 Budgetary Impact | $0.00 |

2016 Budgetary Impact: $0.00

Possible Funding Sources: General Fund - No budgetary impact

Comments:

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# HIDALGO COUNTY
## Department of Budget & Management
### FISCAL NOTE

***•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.***

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 17, 2015 Agenda Item: 48894

Summary of request/proposal:
Tax Office - Special Vehicle Inventory (1246):
Approval of the following personnel requests, effective next full pay period, 3/23/2015:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1246 | Chief Deputy II | 0001 | 113 | 0.00 | 5,000.00 | 5,000.00 |
| 1246 | Mgr- Tax Coll Section | 0002 | 113 | 0.00 | 3,000.00 | 3,000.00 |
| 1246 | Mgr- MV License Section | 0003 | 113 | 0.00 | 3,000.00 | 3,000.00 |
| 1246 | Mgr- Tax Assessing Section | 0004 | 113 | 0.00 | 3,000.00 | 3,000.00 |
| 1246 | Accts Report Specialist | 0005 | 113 | 0.00 | 3,000.00 | 3,000.00 |
| 1246 | Accountant IV | 0006 | 113 | 0.00 | 3,000.00 | 3,000.00 |
| 1246 | Accountant III | 0007 | 113 | 0.00 | 3,000.00 | 3,000.00 |
| 1246 | Internal Auditor III | 0008 | 113 | 0.00 | 3,000.00 | 3,000.00 |
| 1246 | Chief Fraud Investigator | 0009 | 113 | 0.00 | 3,000.00 | 3,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | 0.00 | 29,000.00 | 29,000.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 5-1246-415-15-140-003-0 | 113 | Tax Office- | REGULAR FULL TIME | $22,666.67 |
| 5-1246-415-15-140-003-0 | 211 | Tax Office- | HEALTH INSURANCE | $2,075.43 |
| 5-1246-415-15-140-003-0 | 212 | Tax Office- | LIFE INSURANCE | $13.15 |
| 5-1246-415-15-140-003-0 | 220 | Tax Office- | FICA | $1,734.00 |
| 5-1246-415-15-140-003-0 | 230 | Tax Office- | RETIREMENT | $2,409.47 |
| 5-1246-415-15-140-003-0 | 250 | Tax Office- | UNEMPLOYMENT COMP | $136.00 |
| 5-1246-415-15-140-003-0 | 260 | Tax Office- | WORKER'S COMP | $47.60 |
| | | | | |
| | | | 2015 Budgetary Impact | $29,082.32 |

2016 Budgetary Impact: $37,036.65

Possible Funding Sources: FUND 1246

Comments:

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Hidalgo Co. Budget Office
2/3/2005

**DATE:** March 17, 2015

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

**DEPARTMENT NAME:** Dept of Budget & Mgmt for Tax Office Special Vehicle Inventory

**ACCOUNT NUMBER:** 5-1246-415-15-140-003-0-XXX

**Contact Person:** Obdett Calzada Ph#: Ext. 5419

**2015**
**Appropriation**

**AI- 48894**

**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 | |
|---|---|---|---|---|---|
| 5-1246-415-15-140-003-0- | 113 | TAX OFF.- | REGULAR FULL TIME | $ | 22,666.67 |
| 5-1246-415-15-140-003-0- | 211 | TAX OFF.- | HEALTH INSURANCE | $ | 2,075.43 |
| 5-1246-415-15-140-003-0- | 212 | TAX OFF.- | LIFE INSURANCE | $ | 13.15 |
| 5-1246-415-15-140-003-0- | 220 | TAX OFF.- | FICA | $ | 1,734.00 |
| 5-1246-415-15-140-003-0- | 230 | TAX OFF.- | RETIREMENT | $ | 2,409.47 |
| 5-1246-415-15-140-003-0- | 250 | TAX OFF.- | UNEMPLOYMENT COMP | $ | 136.00 |
| 5-1246-415-15-140-003-0- | 260 | TAX OFF.- | WORKER'S COMP | $ | 47.60 |
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| | | | **TOTAL BUDGET INCREASE (DECREASE)** | **$** | **29,082.32** |

**REASON:** Appropriation of funds for the creation of cost allocations for FY 2015, salaries and fringes.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

# HIDALGO COUNTY
## Department of Budget & Management
### FISCAL NOTE

***•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.***

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 17, 2015 Agenda Item: 48894

Summary of request/proposal:
Tax Office - Scofflaw Program (1100):
Approval to create the following full time positions, effective next full pay period, 3/23/15:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Scofflaw Deputy Clerk I | 0001 | 113 | 0.00 | 30,000.00 | 30,000.00 |
| 1100 | Scofflaw Deputy Clerk I | 0002 | 113 | 0.00 | 30,000.00 | 30,000.00 |
| | | | | | | |
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| | | | | | | |
| | | | | 0.00 | 60,000.00 | 60,000.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 5-1100-415-15-140-004-0- | 113 | Scofflaw Program | REGULAR FULL TIME | $46,896.55 |
| 5-1100-415-15-140-004-0- | 211 | Scofflaw Program | HEALTH INSURANCE | $9,266.76 |
| 5-1100-415-15-140-004-0- | 212 | Scofflaw Program | LIFE INSURANCE | $58.71 |
| 5-1100-415-15-140-004-0- | 220 | Scofflaw Program | FICA | $3,587.59 |
| 5-1100-415-15-140-004-0- | 230 | Scofflaw Program | RETIREMENT | $4,985.10 |
| 5-1100-415-15-140-004-0- | 250 | Scofflaw Program | UNEMPLOYMENT COMP | $281.38 |
| 5-1100-415-15-140-004-0- | 260 | Scofflaw Program | WORKER'S COMP | $98.48 |
| | | | | |
| | | | 2015 Budgetary Impact | $65,174.57 |

2016 Budgetary Impact: $83,385.12

Possible Funding Sources: UNDETERMINED

Comments:

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| |

Hidalgo Co. Budget Office
2/3/2005

**AI -48805** **Human Resources** **9. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Esther Cortez, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

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**Information**

**CAPTION**

Tax Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval and consideration of the following personnel actions, effective next full pay period (03/23/15):

| Action | Slot# | Dept/ Program | Position Title | Current Budgeted Salary/ Allowance |
|---|---|---|---|---|
| Delete | 0020 | 140-001 | Deputy Clerk III | $40,347.00 |
| Auto Allowance (Remove) | | | | $1,500.00 |
| Delete | 0035 | 140-001 | Deputy Clerk II | $35,651.00 |
| Delete | 0123 | 140-001 | Administrative Asst III | $33,917.00 |
| Auto Allowance (Remove) | | | | $1,500.00 |
| Delete | 0127 | 140-001 | Deputy Clerk I | $26,924.00 |
| Delete | 0137 | 140-001 | Accountant I | $32,769.00 |
| Auto Allowance (Add) | 0168 | 140-001 | Executive Asst I | $1,500.00 |
| Auto Allowance (Add) | 0169 | 140-001 | Executive Asst II | $1,500.00 |
| Create | 0172 | 140-001 | Deputy Clerk II | $30,000.00 |
| Create | 0173 | 140-001 | Deputy Clerk II | $30,000.00 |
| Create | 0174 | 140-001 | Deputy Clerk II | $30,000.00 |
| Create | 0175 | 140-001 | Budget Clerk II | $32,620.00 |
| Auto Allowance (Add) | | | | $1,500.00 |
| Create | 0176 | 140-001 | Data Entry Clerk II | $20,235.00 |
| Create | 0177 | 140-001 | Data Entry Clerk II | $20,235.00 |

2. Approval of revised salary schedule in accordance with Commissioners Court approval.

**BACKGROUND**

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## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-415-15-140-001-0-XXX

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

**BUDGETARY IMPACT:**

No budgetary impact.

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## Attachments

PAR Forms

Fiscal Note

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/10/2015 09:07 AM |
| Obdett Calzada | Obdett Calzada | 03/12/2015 03:51 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Diana Munoz Started On: 03/09/2015 09:39 AM

Final Approval Date: 03/13/2015

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** Deputy Clerk III **CURRENT SLOT. #:** 20

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 40,347.00 + $1,500 (Auto) (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (40,347.00 + $1,500(auto)) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

After a careful review of Tax Office staff, requesting to delete this position to create position's the Tax Office is in greater need of at this time.

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

See attaced.

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

n/a

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

See attached.

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

No Budget Impact.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/11/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** Deputy Clerk II **CURRENT SLOT. #:** 35

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 35,651.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (35,651.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

After a careful review of Tax Office staff, requesting to delete this position to create position's the Tax Office is in greater need of at this time.

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

See attaced.

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

n/a

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

See attached.

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

No Budget Impact.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/11/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** Adm. Asst III **CURRENT SLOT. #:** 123

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 33,917.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (33,917.00 + $1,500(auto)) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

After a careful review of Tax Office staff, requesting to delete this position to create position's the Tax Office is in greater need of at this time.

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

See attaced.

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

n/a

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

See attached.

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

No Budget Impact.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/11/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** Deputy Clerk I **CURRENT SLOT. #:** 127

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 26,924.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (26,924.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

After a careful review of Tax Office staff, requesting to delete this position to create position's the Tax Office is in greater need of at this time.

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

See attaced.

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

n/a

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

See attached.

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

No Budget Impact.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/12/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** Accountant II I **CURRENT SLOT. #:** 137

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 32,769.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (32,769.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

After a careful review of Tax Office staff, requesting to delete this position to create position's the Tax Office is in greater need of at this time.

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

See attaced.

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

n/a

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

See attached.

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

No Budget Impact.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. DEPARTMENT OF BUDGET & MANAGEMENT | 03/12/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** EXECUTIVE ASST I **CURRENT SLOT. #:** 168

**REQUESTED POSITION TITLE:** Executive Assistant I.
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other AUTO ALLOWANCE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 38,500.00 (Current Budgeted Salary) $ 38.500.00 + $1,500 (AUTO) (Proposed Budgeted Salary) $ $1,500.00 AUTO) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

Auto Allowance requested due to Executive Asst I needing to travel to County Sub-Stations, Full Service Dealers, Taxing Entities, etc., to monitor and insure proper enforcement of policies; to promote consistency, training and accuracy of programs managed by this Office that are dependent on supervision for their continued success.

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

See attached.

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

n/a

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

Travel to 5 Sub-Station, to Full Service Dealers, and Taxing Entities we collect for, to keep them abreast and in-line of rules and regulations as set forth by the State of Texas/Tax Code, for programs managed by the Tax Office.

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

No Budget Impact./To be funded within Department's Budget.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/12/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** EXECUTIVE ASST II **CURRENT SLOT. #:** 169

**REQUESTED POSITION TITLE:** Executive Assistant II
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other AUTO ALLOWANCE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 44,000.00 (Current Budgeted Salary) $ 44.000.00 + $1,500 (AUTO) (Proposed Budgeted Salary) $ $1,500.00 AUTO) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

Auto Allowance requested due to Executive Asst II needing to travel to County Sub-Stations, Full Service Dealers, Taxing Entities, etc., to monitor and insure proper enforcement of policies; to promote consistency, training and accuracy of programs managed by this Office that are dependent on supervision for their continued success.

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

See attached.

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

n/a

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

Travel to 5 Sub-Station, to Full Service Dealers, and Taxing Entities we collect for, to keep them abreast and in-line of rules and regulations as set forth by the State of Texas/Tax Code, for programs managed by the Tax Office.

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

No Budget Impact./To be funded within Department's Budget.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/12/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 172, 173, 174

**REQUESTED POSITION TITLE:** DEPUTY CLERK II
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other CREATE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.0 (Current Budgeted Salary) $ 30.000.00 x3 (Proposed Budgeted Salary) $ 30,000.00 x3 = $90,000 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

After a careful review of Tax Office Staff, a greater need for (3) Deputy Clerk II's exists to perform moderately complex (journey-level) clerical work, cashiering for Property Tax AND Motor Vehicle Department, processing inquiries and requests for informations, maintaining data, etc.

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

See attached.

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

n/a

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

See Attached.

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

No Budget Impact./To be funded within Department's Budget.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. DEPARTMENT OF BUDGET & MANAGEMENT | 03/12/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 175

**REQUESTED POSITION TITLE:** BUDGET CLERK II
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other CREATE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.0 (Current Budgeted Salary) $ 32,620.00 + $1,500 (AUTO) (Proposed Budgeted Salary) $ 32,620.00 + $1,500 (AUTO (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

After a careful review of Tax Office Staff, a need for a Budget Clerk II exists to assist in over-seeing budget work involving the different accounts and Special Revenue accounts currently held by the Office., i.e. Scofflaw, Special Inventory and General Accounts.

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

See attached.

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

n/a

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

See Attached.

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

No Budget Impact./To be funded within Department's Budget.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/12/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 04 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Tax Office #140 **DATE:** 02/17/2015

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 176, 177

**REQUESTED POSITION TITLE:** DATA ENTRY CLERK II
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other CREATE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.0 (Current Budgeted Salary) $ ~~20,250.00~~ $20,235 x2 (Proposed Budgeted Salary) $ ~~20,250.00~~ $20,235 x2 = $40,470 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

Approved by Neida Chavana

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

After a careful review of Tax Office Staff, a need for (2) Data Entry Clerk II's exists to assist in routine data entry work and to assist in scanning all Bookkeeping, cashier balancing, payments, renewals, etc., paperwork for both Property Tax and Motor Vehicle Departments.

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

See attached.

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

n/a

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

See Attached.

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

No Budget Impact./To be funded within Department's Budget.

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. PCC<br>DEPARTMENT HEAD | 2/17/2015<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/9/2015<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/12/2015<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY

## EXECUTIVE ASSISTANT I

### GENERAL DESCRIPTION

Performs advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high-level administrative operations of the County or department. May assign and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Develops administrative procedures, standards, and methods

Prepares technical aspects of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the County

Provides technical administrative assistance to the County executive

Assists in planning, preparing, or overseeing the preparation of reports

May assist the executive with general human resource management actions

May assist in budget preparation

May assign and/or supervise the work of others

Performs related work as assigned

### GENERAL QUALIFICATION GUIDELINES

#### Experience and Education

One (1) year related experience

Graduation from an accredited four-year college or university with major course work in business administration or a related field

Two (2) years of experience may be substituted for one (1) year of education

**Knowledge, Skills, and Abilities**

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY TAX OFFICE

## EXECUTIVE ASSISTANT II

**GENERAL DESCRIPTION**

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

**EXAMPLES OF WORK PERFORMED**

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the department or county

May assist the executive with general human resource management actions

May assist in budget preparation

May plan, assign, and/or supervise the work of others

May plan and coordinate special and administrative assignments and programs

Performs related work as assigned

**GENERAL QUALIFICATION GUIDELINES**

## Experience and Education

Three (3) years related experience

Graduation from an accredited four-year college or university with major course work in business administration or a related field

Two (2) years of experience may be substituted for one (1) year of education

## Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## DEPUTY CLERK II

### GENERAL DESCRIPTION

Performs moderately complex (journey-level) clerical work; Work involves support tasks primarily involving customer service and clerical activities which may include: processing inquiries and requests for information, entering and maintaining data, cashiering. Works under close supervision with minimal latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Type correspondence and other documents and materials using a typewriter and/or processing software

Enters information on office records to the computer and retrieves information to respond to inquiries

Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting stuffing and mailing documents

Processes the more difficult requests for information or documents; searches files to obtain the needed information.

Accepts and processes legal documents, collects fees, and files papers

Assists the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail

Proofreads records and conducts research as needed

May train others

Ability to work well with others

Regular attendance is a must

Performs such other duties as may be assigned

## GENERAL QUALIFICATION GUIDELINES

**Experience and Education**

Graduation from a high school or equivalent (GED)

Typing courses, plus a minimum of two (2) years of progressively responsible experience in clerical functions of the governmental system

Two (2) years of experience may be substituted for one (1) year of education

Bilingual (Spanish and English) with the ability to converse fluently in both languages

**Certificates, Licenses, & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedures manuals.

Ability to fill out reports, answer routing correspondence and speak effectively to the public.

Ability to deal with problems involving several concrete variables in standardized situations

Ability to operate a computer, typewriter and other basic office equipment

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

Skill in the operation of office equipment

Ability to maintain files and records, to communicate effectively, and to train others

## PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally

required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## BUDGET CLERK II

### GENERAL DESCRIPTION

Performs routine (journey-level) budget work. Work involves complex clerical and budget related clerical support for the operation of a division of the Budget and Management department. This position may be assigned to train and coordinate the work of Budget Clerk I positions; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Will perform duties as a receptionist, answers telephones and provides general budgetary information

Coordinates with and assists other county departments in preparation of budget forms as directed by supervisor

Will review budget line item transfers from various departments

Collects budget and budget related data and tabulates data as necessary to assist in the preparation of budget and other reports

Files all pertinent documentation related to the Budget office

Assists budget analysts with clerical support on agenda items

Performs routine computer data entry and prepares reports

May be assigned to complete and assist special projects

Performs related work as assigned

### GENERAL QUALIFICATION GUIDELINES

**Experience and Education**

Three (3) years of clerical experience

Graduation from a standard high school or equivalent (GED), plus two (2) years of college course work or Associates Degree in accounting or related

Education and experience may be substituted for one another

## Knowledge, Skills, and Abilities

Knowledge in MS Word and Excel

Be able to communicate effectively

Be able to use a calculator and other office equipment

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY TAX OFFICE

## DATA ENTRY CLERK II

### GENERAL DESCRIPTION

Performs routine data entry work. Work involves entering data and maintaining files and documentation; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Performs data entry and verification of data files

Transcribes source documents to machine-acceptable formats

Prepares formatting programs for most applications and corrects entry errors

Advises others on work procedures

May verify data entered by others

May operate control stations, tape drives, disk drives, or consoles

Performs related work as assigned

### GENERAL QUALIFICATION GUIDELINES

**Experience and Education**

One to two (1-2) years experience in data entry work

Graduation from a high school or equivalent (GED)

Experience and education may be substituted for one another

**Knowledge, Skills, and Abilities**

Knowledge of data entry equipment and of office practices and procedures

Ability to detect and resolve error conditions and to select and transcribe data

Type 45 wpm

Good organizational skills and attention to detail

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

- safety regulations



# HIDALGO COUNTY
## Department of Budget & Management
### FISCAL NOTE

***•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.***

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 17, 2015 Agenda Item: 48805

Summary of request/proposal:
TAX OFFICE (1100) -
Approval of the following personnel actions, effective next full pay period, 3/23/15:

| Fund | Position | Slot # | Obj | Current Budgeted Salary/Allowance | Proposed Budgeted Salary/Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Deputy Clerk III | 0020 | 113 | 40,347.00 | 0.00 | (40,347.00) |
| | | | 118 | 1,500.00 | 0.00 | (1,500.00) |
| 1100 | Deputy Clerk II | 0035 | 113 | 35,651.00 | 0.00 | (35,651.00) |
| 1100 | Admin Assistant III | 0123 | 113 | 33,917.00 | 0.00 | (33,917.00) |
| | | | 118 | 1,500.00 | 0.00 | (1,500.00) |
| 1100 | Deputy Clerk I | 0127 | 113 | 26,924.00 | 0.00 | (26,924.00) |
| 1100 | Accountant I | 0137 | 113 | 32,769.00 | 0.00 | (32,769.00) |
| 1100 | Executive Assistant I | 0168 | 118 | 0.00 | 1,500.00 | 1,500.00 |
| 1100 | Executive Assistant II | 0169 | 118 | 0.00 | 1,500.00 | 1,500.00 |
| 1100 | Deputy Clerk II | 0172 | 113 | 0.00 | 30,000.00 | 30,000.00 |
| 1100 | Deputy Clerk II | 0173 | 113 | 0.00 | 30,000.00 | 30,000.00 |
| 1100 | Deputy Clerk II | 0174 | 113 | 0.00 | 30,000.00 | 30,000.00 |
| 1100 | Budget Clerk II | 0175 | 113 | 0.00 | 32,620.00 | 32,620.00 |
| | | | 118 | 0.00 | 1,500.00 | 1,500.00 |
| 1100 | Data Entry Clerk II | 0176 | 113 | 0.00 | 20,235.00 | 20,235.00 |
| 1100 | Data Entry Clerk II | 0177 | 113 | 0.00 | 20,235.00 | 20,235.00 |
| TOTALS: | | | | 0.00 | 0.00 | (5,018.00) |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 5-1100-415-15-140-001-0 | 113 | TAX OFFICE- | REGULAR FULL TIME | ($5,094.53) |
| 5-1100-415-15-140-001-0 | 118 | TAX OFFICE- | AUTO ALLOWANCE | $1,172.41 |
| 5-1100-415-15-140-001-0 | 211 | TAX OFFICE- | HEALTH INSURANCE | $4,633.38 |
| 5-1100-415-15-140-001-0 | 212 | TAX OFFICE- | LIFE INSURANCE | $29.36 |
| 5-1100-415-15-140-001-0 | 220 | TAX OFFICE- | FICA | ($300.04) |
| 5-1100-415-15-140-001-0 | 230 | TAX OFFICE- | RETIREMENT | ($416.92) |
| 5-1100-415-15-140-001-0 | 250 | TAX OFFICE- | UNEMPLOYMENT COMP | ($23.53) |
| 5-1100-415-15-140-001-0 | 260 | TAX OFFICE- | WORKER'S COMP | ($8.24) |
| | | | | |
| | | | 2015 Budgetary Impact | ($8.11) |

2016 Budgetary Impact: ($10.38)

Possible Funding Sources: No Budgetary Impact

Comments:

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

**AI -48927** **Human Resources** **9. C.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Dina Trevino, BUDGET & MANAGEMENT

**Submitted By:** Obdett Calzada, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

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**Information**

**CAPTION**

92nd DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval, and consideration of the following personnel actions, effective next pay period of 03/23/2015:

| Action | Slot No. | Dept/Program | Current Position Title | Current Budgeted Salary | Proposed Budgeted Salary | Total Adjustment |
|---|---|---|---|---|---|---|
| Salary Adjustment (Decrease) | 0002 | 001-001 | Court Coordinator | $76,249.00 | $66,000.00 | ($10,249.00) |
| Salary Adjustment (Decrease) | 0003 | 001-001 | Bailiff | $52,207.00 | $49,381.00 | ($2,826.00) |
| Salary Adjustment (Increase) | 0004 | 001-001 | Assistant Court Coordinator | $48,925.00 | $62,000.00 | $13,075.00 |

3. Approval of revised salary schedule in accordance with Commissioners Court action.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-412-00-001-001-0-xxx

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

**BUDGETARY IMPACT:**

No budgetary impact.

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**Attachments**

PARS
Fiscal Note

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Obdett Calzada | Obdett Calzada | 03/13/2015 02:25 PM |
| Human Resources | Diana Munoz | 03/13/2015 03:34 PM |
| Budget & Management | Debbie Tamez | 03/13/2015 03:43 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Obdett Calzada | | Started On: 03/13/2015 01:36 PM |
| Final Approval Date: 03/13/2015 | | |

# HIDALGO COUNTY

## Personnel Adjustment Request Form

RECEIVED
MAR 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 92nd District Court DATE: 3/12/2015

CURRENT POSITION TITLE: Court Coordinator CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: Court Coordinator

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Salary Reduction

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 76,249.00 | $ 66,000.00 | $ (10,249.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [x] | Exempt | [ ] |
| Non-Exempt | [ ] | Non-Exempt | [x] |
| N/A | [ ] | | |

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

Government code chapter 74 Court Administration Act, Section 74.104 Compensation (a) The Judges shall determine reasonable compensation for the Court Coordinators, subject to approval of the Commissioners Court. NOTE: The reduction in salary for this employee will be transferred to fund increases for other staff. No additional funding is being requested.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3/12/15 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/13/15 Date | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015 Date | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | |

# HIDALGO COUNTY

## Personnel Adjustment Request Form

RECEIVED
MAR 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 92nd District Court DATE: 3/12/2015

CURRENT POSITION TITLE: Bailiff CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: Bailiff

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Salary Reduction

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 52,207.00 | $ 49,381.00 | $ (2,826.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

CIVIL SERVICE:
Exempt [x]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

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

Government code chapter 74 Court Administration Act, Section 74.104 Compensation (a) The Judges shall determine reasonable compensation for the Court Coordinators, subject to approval of the Commissioners Court. NOTE: The reduction in salary for this employee will be transferred to fund increases for other staff. No additional funding is being requested.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3/12/15 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/13/15 Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015 Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 92nd District Court DATE: 3/12/2015

CURRENT POSITION TITLE: Assistant Court Coordinator CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: Assistant Court Coordinator

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Salary Increase

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 48,925.00 | $ 62,000.00 | $ 13,075.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [x] | Exempt | [ ] |
| Non-Exempt | [ ] | Non-Exempt | [x] |
| N/A | [ ] | | |

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

Government code chapter 74 Court Administration Act, Section 74.104 Compensation (a) The Judges shall determine reasonable compensation for the Court Coordinators, subject to approval of the Commissioners Court. NOTE: The increasing of the salary for this employee will be funded within the Court's budgeted salary amount. No additional funding is being requested.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3/12/15 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 3/13/15 Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015 Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Department of Budget & Management
### FISCAL NOTE

*•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of salary related requests submitted by departments/elected offices.*

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 17, 2015

Agenda Item: 48927

Summary of request/proposal:
92ND DC (1100): Approval of the following personnel actions, effective next full pay period, 3/23/2015:

| Fund | Position | Slot# | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | COURT COORDINATOR | 0002 | 113 | 76,249.00 | 66,000.00 | (10,249.00) |
| 1100 | BAILIFF | 0003 | 113 | 52,207.00 | 49,381.00 | (2,826.00) |
| 1100 | ASST. COURT COORDINATOR | 0004 | 113 | 48,925.00 | 62,000.00 | 13,075.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 177,381.00 | 177,381.00 | 0.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 5-1100-412-00-001-001-0 | 113 | 92ND DC | REGULAR FULL TIME | $0.00 |
| 5-1100-412-00-001-001-0 | 211 | 92ND DC | HEALTH INSURANCE | $0.00 |
| 5-1100-412-00-001-001-0 | 212 | 92ND DC | LIFE INSURANCE | $0.00 |
| 5-1100-412-00-001-001-0 | 220 | 92ND DC | FICA | $0.00 |
| 5-1100-412-00-001-001-0 | 230 | 92ND DC | RETIREMENT | $0.00 |
| 5-1100-412-00-001-001-0 | 250 | 92ND DC | UNEMPLOYMENT COMP | $0.00 |
| 5-1100-412-00-001-001-0 | 260 | 92ND DC | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2015 Budgetary Impact | $0.00 |

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact.

Comments:

**AI -48718** **Human Resources** **9. D.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Esther Cortez, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

## Information

**CAPTION**

Sheriff's Office - Jail (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval and consideration of the following personnel actions, effective next full pay period (03/23/15):

| Action | Slot# | Dept/Program | Position Title | Current/Proposed Budgeted Salary |
|---|---|---|---|---|
| Delete | 0398 | 280-002 | Community Service Specialist | ($31,404.00) |
| Create | 0424 | 280-002 | Plumber I | $32,928.00 |

3. Approval of revised salary schedule in accordance with Commissioners Court action.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-423-21-280-002-0-XXX

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

**BUDGETARY IMPACT:**

Funds undetermined.

## Attachments

PAR Forms & Job Description
Fiscal Note

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/10/2015 09:07 AM |
| Obdett Calzada | Obdett Calzada | 03/12/2015 03:44 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Diana Munoz | | Started On: 03/02/2015 04:49 PM |
| Final Approval Date: 03/13/2015 | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 19 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE / 280 **DATE:** 2/17/15

**CURRENT POSITION TITLE:** COMMUNITY SERVICE SPECIALIST **CURRENT SLOT. #:** 002-398

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE POSITION

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 31,404.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($31,404.00) (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

DELETING VACANT POSITION.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 2-18-15 | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE 3/9/2015 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 03/11/2015 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 19 2015
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE / 280 **DATE:** 2/17/15

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 002-424

**REQUESTED POSITION TITLE:** PLUMBER I
**(For new positions or reclassifications)**

**REQUEST FOR:**

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 32,928.00 (Proposed Budgeted Salary) $ 32,928.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

THIS POSITION IS BEING CREATED TO MAINTAIN THE DAILY NEEDS OF THE SHERIFF'S OFFICE. WE CURRENTLY HAVE ONE PLUMBER FOR THE ENTIRE SHERIFF'S OFFICE, WHICH CONSIST OF 7 FACILITIES (ADULT DETENTION, LAW ENFORCMENT, TRAINING ACADEMY, MOTOR POOL, EAST SIDE SUBSTATION, COURTHOUSE, AND SUBSTATION).

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | |
|---|---|---|---|---|---|
| 1. DEPARTMENT HEAD | 2-18-15 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. HUMAN RESOURCES DIRECTOR | 3/9/2015 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. DEPARTMENT OF BUDGET & MANAGEMENT | 03/11/2015 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY SHERIFF'S OFFICE

## PLUMBER I

### GENERAL DESCRIPTION

Performs skilled/full journey level duties under limited supervision to install, repair, or maintain plumbing system (i.e. water, drain, and gas) systems in County owned and maintained buildings.

### EXAMPLES OF WORK PERFORMED

Trouble shoots plumbing problems and performs general maintenance and repairs for all boilers, hot water tanks, steamers, heaters, dishwashers, and related items/devices in the County

Installs and repairs gas and waterlines and drains and sewer lines; Checks and repairs gas leaks

Repairs breaks in underground water and drain lines; May install and repair sprinkler systems

On call for emergency repairs of plumbing and sewage systems

Unstops drain lines

Installs, repairs, replaces faucets, sinks, toilets, showers, and other plumbing fixtures

Winterizes buildings (if needed) to limit freeze damage to plumbing systems

Performs preventive maintenance on all plumbing (water, gas, and sewer) equipment, fixtures, etc. and eliminates severe problems that could be the cause of major down time

Informs supervisor of parts, equipment, and other supplies that are necessary to do the job; keeps necessary parts and supplies on hand for common projects

Cleans work area and maintains plumbing shop and tools, including assigned vehicle

Performs other duties as assigned

### GENERAL QUALIFICATION GUIDELINES

**Experience and Education**

Journeyman's Plumber's License required

Three to five (3-5) years in the plumbing field in commercial plumbing maintenance and/or repair

**Certificates, Licenses, Registration**

Must have a current valid Texas motor vehicle operator's license and acceptable driving record required

Must be able to be insured by the County's insurance carrier

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## Department of Budget & Management
### FISCAL NOTE

***•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.***

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 17, 2015 Agenda Item: 48718

Summary of request/proposal:
SHERIFF'S OFFICE- JAIL (1100) -
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITIONS, EFFECTIVE NEXT FULL PAY PERIOD, 3/23/2015:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Community Service Specialist | 0398 | 113 | 31,404.00 | 0.00 | (31,404.00) |
| 1100 | Plumber I | 0424 | 113 | 0.00 | 32,928.00 | 32,928.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 31,404.00 | 32,928.00 | 1,524.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 5-1100-423-21-280-002-0 | 113 | Sheriff's Office (JAIL)- | REGULAR FULL TIME | $1,191.17 |
| 5-1100-423-21-280-002-0 | 211 | Sheriff's Office (JAIL)- | HEALTH INSURANCE | $0.00 |
| 5-1100-423-21-280-002-0 | 212 | Sheriff's Office (JAIL)- | LIFE INSURANCE | $0.00 |
| 5-1100-423-21-280-002-0 | 220 | Sheriff's Office (JAIL)- | FICA | $91.12 |
| 5-1100-423-21-280-002-0 | 230 | Sheriff's Office (JAIL)- | RETIREMENT | $126.62 |
| 5-1100-423-21-280-002-0 | 250 | Sheriff's Office (JAIL)- | UNEMPLOYMENT COMP | $7.15 |
| 5-1100-423-21-280-002-0 | 260 | Sheriff's Office (JAIL)- | WORKER'S COMP | $48.96 |
| | | | | |
| | | | 2015 Budgetary Impact | $1,465.02 |

2016 Budgetary Impact: $1,874.37

Possible Funding Sources: UNDETERMINED

Comments:

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

Hidalgo Co. Budget Office
2/3/2005

**AI -48711** **Human Resources** **9. E.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Esther Cortez, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

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**Information**

**CAPTION**

DA Criminal (1100) / DA Investigation HB65 (1223):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval, and consideration of the following personnel actions, effective next pay period of 03/23/2015:

| Action | Slot# | Dept/ Program | Current Position Title | Current Salary | Proposed Salary | Net Change |
|---|---|---|---|---|---|---|
| Salary Adjustment | 0052 | 080-002 | Accountant IV | $48,644.00 | $46,322.00 | $(2,322.00) |
| | 0033 | 080-007 | | $6,678.00 | $6,678.00 | 0.00 |
| | | | **Totals:** | **$55,322.00** | **$53,000.00** | **$(2,322.00)** |
| Salary Adjustment | 0085 | 080-002 | Administrative Asst I | $24,087.00 | $26,409.00 | $2,322.00 |
| | 0089 | 080-007 | | $4,913.00 | $ 4,913.00 | 0.00 |
| | | | **Totals:** | **$29,000.00** | **$31,322.00** | **$2,322.00** |

3. Approval of revised salary schedules in accordance with Commissioners Court action.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** Various

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

**BUDGETARY IMPACT:**

NO BUDGETARY IMPACT:

5-1100-412-00-080-002-0-XXX
5-1223-412-00-080-007-0-XXX

---

**Attachments**

PAR Forms
Fiscal Note

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/04/2015 09:57 AM |
| Obdett Calzada | Obdett Calzada | 03/05/2015 04:27 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Diana Munoz | | Started On: 03/02/2015 10:06 AM |
| Final Approval Date: 03/13/2015 | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **CRIM DA (080-002)**
**DA INVEST. HB65 (080-007)**

DATE: **02/24/2015**

CURRENT POSITION TITLE: **ACCOUNTANT IV**

CURRENT SLOT. #:
**080-002-0052**
**080-007-0033**

REQUESTED POSITION TITLE: **ACCOUNTANT IV**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **SALARY ADJUSTMENT**

**POSITION SALARY REQUEST:**

| | | | | |
|---|---|---|---|---|
| **1 (080-002)** NO. OF POSITIONS | **48,644.00** CURRENT GRADE & STEP | **46,322.00** PROPOSED GRADE & STEP | $ | **(2,322.00)** NET CHANGE |
| **1 (080-007)** NO. OF POSITIONS | **6,678.00** CURRENT GRADE & STEP | **6,678.00** PROPOSED GRADE & STEP | $ | **-0-** NET CHANGE |
| NO. OF POSITIONS | CURRENT GRADE & STEP | PROPOSED GRADE & STEP | $ | NET CHANGE |

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **FUNDS TO BE ALLOCATED TO SLOT NO. 080-002-0085**

**POSITION TYPE:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | X | Exempt | |
| Non-Exempt | | Non-Exempt | X |

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

THE ACTION IS NEEDED AS PART OF THE DISTRICT ATTORNEY'S OFFICE RESTRUCTURING PLAN.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

For Ricardo Rodriguez, Jr.

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Rosalinda Cantu | 02/26/15 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ | YES | ☐ NO |
| | ROSALINDA CANTU FOR DISTRICT ATTORNEY RICARDO RODRIGUEZ, JR. | DATE | | | | |
| 2. | Esther A Cortez | 2/27/2015 | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | | |
| 3. | | 03/05/2015 | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | | |
| 4. | | | | | | |
| | COMMISSIONERS COURT APPROVAL | DATE | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **CRIM DA (080-002)**
**DA INVEST. HB65 (080-007)**

DATE: **02/24/2015**

CURRENT POSITION TITLE: **ADMINISTRATIVE ASSISTANT I**

CURRENT SLOT. #:
**080-002-0085**
**080-007-0089**

REQUESTED POSITION TITLE: **ADMINISTRATIVE ASSISTANT I**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **SALARY ADJUSTMENT**

**POSITION SALARY REQUEST:**

| | | | | |
|---|---|---|---|---|
| **1 (080-002)** NO. OF POSITIONS | **24,087.00** CURRENT GRADE & STEP | **26,409.00** PROPOSED GRADE & STEP | $ | **2,322.00** NET CHANGE |
| **1 (080-007)** NO. OF POSITIONS | **4,913.00** CURRENT GRADE & STEP | **4,913.00** PROPOSED GRADE & STEP | $ | **-0-** NET CHANGE |
| NO. OF POSITIONS | CURRENT GRADE & STEP | PROPOSED GRADE & STEP | $ | NET CHANGE |

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **FUNDS FROM ADJUSTMENT (DECREASE) TO SLOT 080-002-0052**

**POSITION TYPE:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | X | Exempt | |
| Non-Exempt | | Non-Exempt | X |

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

THE ACTION IS NEEDED AS PART OF THE DISTRICT ATTORNEY'S OFFICE RESTRUCTURING PLAN.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

For Ricardo Rodriguez, Jr.

| | | | | | |
|---|---|---|---|---|---|
| 1. | Rosalinda Cantu 03/26/15 | | | | |
| | ROSALINDA CANTU FOR DISTRICT ATTORNEY RICARDO RODRIGUEZ, JR. | DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | Isabel A Cortez 3/27/2015 | | | | |
| | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | 03/05/2015 | | | | |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Department of Budget & Management
### FISCAL NOTE

***•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.***

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 17, 2015 Agenda Item: 48711

Summary of request/proposal:
CRIM DA'S OFFICE (1100)-
APPROVAL OF THE FOLLOWING SALARY ADJUSTMENT(S), EFFECTIVE NEXT PAY PERIOD OF 3/23/2015:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | ACCOUNTANT IV | 0052 | 113 | 48,644.00 | 46,322.00 | (2,322.00) |
| 1100 | ADMINISTRATIVE ASST. I | 0085 | 113 | 24,087.00 | 26,409.00 | 2,322.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 72,731.00 | 72,731.00 | 0.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 5-1100-412-00-080-002-0- | 113 | CRIM DA- | REGULAR FULL TIME | $0.00 |
| 5-1100-412-00-080-002-0- | 211 | CRIM DA- | HEALTH INSURANCE | $0.00 |
| 5-1100-412-00-080-002-0- | 212 | CRIM DA- | LIFE INSURANCE | $0.00 |
| 5-1100-412-00-080-002-0- | 220 | CRIM DA- | FICA | $0.00 |
| 5-1100-412-00-080-002-0- | 230 | CRIM DA- | RETIREMENT | $0.00 |
| 5-1100-412-00-080-002-0- | 250 | CRIM DA- | UNEMPLOYMENT COMP | $0.00 |
| 5-1100-412-00-080-002-0- | 260 | CRIM DA- | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2015 Budgetary Impact | $0.00 |

2016 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

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

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## Department of Budget & Management
### FISCAL NOTE

***•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.***

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 17, 2015 Agenda Item: 48711

Summary of request/proposal:
DA INVESTIGATION HB65 (1223):
APPROVAL OF THE FOLLOWING SALARY ADJUSTMENT(S), EFFECTIVE NEXT PAY PERIOD OF 3/23/2015:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1223 | ACCOUNTANT IV | 0033 | 113 | 6,678.00 | 6,678.00 | 0.00 |
| 1223 | ADMINISTRATIVE ASST. I | 0089 | 113 | 4,913.00 | 4,913.00 | 0.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 11,591.00 | 11,591.00 | 0.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 5-1223-412-00-080-007-0 | 113 | DA INVESTIGATION HB65- | REGULAR FULL TIME | $0.00 |
| 5-1223-412-00-080-007-0 | 211 | DA INVESTIGATION HB65- | HEALTH INSURANCE | $0.00 |
| 5-1223-412-00-080-007-0 | 212 | DA INVESTIGATION HB65- | LIFE INSURANCE | $0.00 |
| 5-1223-412-00-080-007-0 | 220 | DA INVESTIGATION HB65- | FICA | $0.00 |
| 5-1223-412-00-080-007-0 | 230 | DA INVESTIGATION HB65- | RETIREMENT | $0.00 |
| 5-1223-412-00-080-007-0 | 250 | DA INVESTIGATION HB65- | UNEMPLOYMENT COMP | $0.00 |
| 5-1223-412-00-080-007-0 | 260 | DA INVESTIGATION HB65- | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2015 Budgetary Impact | $0.00 |

2016 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

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

Hidalgo Co. Budget Office
2/3/2005

**AI -48776** **Human Resources** **9. F.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Raul Silguero, EXECUTIVE OFFICE

**Submitted By:** Obdett Calzada, BUDGET & MANAGEMENT

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Pct 2 Admin & Rd. Maintenance (1200) / Planning & Engineering Department (1200):
1. Approval to change the funding source from Pct 2 Administration & Rd Maintenance to Planning & Engineering to the following (5) positions/employees:

| EMPLOYEE NO. | POSITION TITLE | CURRENT SLOT NO. | CURRENT ACCOUNT NAME/NO. | PROPOSED SLOT NO. | PROPOSED ACCOUNT NAME/NO |
|---|---|---|---|---|---|
| 204544 | CONSTRUCTION INSPECTOR | 0087 | PCT 2 RD MAINTENANCE 5-1200-431-00-122-006-0 | 0003 | PLANNING & ENGINEERING 5-1200-431-00-210-002-( |
| 175412 | ENGINEERING TECHNICIAN IV | 0088 | | 0004 | |
| 196142 | ENGINEERING TECHNICIAN IV | 0089 | | 0005 | |
| 166618 | CONSTRUCTION INSPECTOR | 0094 | | 0006 | |
| 204170 | FIELD OPERATIONS INSPECTOR | 0017 | PCT 2 ADMINISTRATION 5-1200-431-00-122-005-0 | 0007 | |

2. Approval to revise the salary schedules in accordance with Commissioners Court action.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1200-431-00-210-002-0-XXX

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

**BUDGETARY IMPACT:**

Funding pending the closing of FY 2014; monies will be appropriated from the R&B unreserved fund balance.

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**Attachments**

fiscal

pars

pars

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Obdett Calzada | Obdett Calzada | 03/11/2015 04:59 PM |
| Budget & Management | Veronica Ortiz | 03/11/2015 05:05 PM |
| Merlen P. Munoz | Merlen P. Munoz | 03/13/2015 02:41 PM |
| Auditor's Office | Merlen P. Munoz | 03/13/2015 04:34 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Obdett Calzada | | Started On: 03/06/2015 11:24 AM |
| Final Approval Date: 03/13/2015 | | |

# HIDALGO COUNTY

Department of Budget & Management

## FISCAL NOTE

**To:** **Commissioners' Court**
**From:** **Sergio Cruz, Budget Officer**
**CC Date:** **Tuesday, March 17, 2015** **Agenda Item:** **48776**

**Dept.:** **PCT 2 ROAD MAINTENANCE (1200)**

**SUMMARY OF REQUEST:**

**APPROVAL TO CHANGE THE FUNDING SOURCE FROM PCT 2 ROAD MAINTENANCE (122-006) TO PLANNING & ENGINEERING (210-002) FOR THE FOLLOWING FULL TIME POSITIONS:**

| Fund | Position | Slot # | Obj | Current Budgeted Salary/Allowance | Proposed Budgeted Salary/Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | CONSTRUCTION INSPECTOR | 0087 | 113 | 41,280.00 | 0.00 | (41,280.00) |
| 1200 | ENGINEERING TECHNICIAN IV | 0088 | 113 | 41,280.00 | 0.00 | (41,280.00) |
| 1200 | ENGINEERING TECHNICIAN IV | 0089 | 113 | 41,280.00 | 0.00 | (41,280.00) |
| 1200 | CONSTRUCTION INSPECTOR | 0094 | 113 | 40,078.00 | 0.00 | (40,078.00) |
| | | | | | | |
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| | | | | | | |
| | | | SUB-TOTAL: | 163,918.00 | 0.00 | (163,918.00) |

| Account Number | | Account Name | | Budgetary Impact |
|---|---|---|---|---|
| 5-1200-431-00-122-006-0- | 113 | PCT 2 ROAD MAINTENANCE | REG F/T EMPLOYEES | ($130,631.97) |
| 5-1200-431-00-122-006-0- | 211 | PCT 2 ROAD MAINTENANCE | HEALTH INSURANCE | ($18,896.92) |
| 5-1200-431-00-122-006-0- | 212 | PCT 2 ROAD MAINTENANCE | LIFE INSURANCE | ($119.73) |
| 5-1200-431-00-122-006-0- | 220 | PCT 2 ROAD MAINTENANCE | FICA | ($9,993.35) |
| 5-1200-431-00-122-006-0- | 230 | PCT 2 ROAD MAINTENANCE | RETIREMENT | ($13,886.18) |
| 5-1200-431-00-122-006-0- | 250 | PCT 2 ROAD MAINTENANCE | UNEMPLOYMENT COMP | ($783.79) |
| 5-1200-431-00-122-006-0- | 260 | PCT 2 ROAD MAINTENANCE | WORKER'S COMP | ($4,728.88) |
| | | | | |
| | | | **2015 BUDGETARY IMPACT:** | **($179,040.82)** |

2016 Budgetary Impact: (224,661.79)

**POSSIBLE FUNDING SOURCES:** **COST SAVINGS-CHANGE IN FUNDING SOURCE**

**Comments**

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# HIDALGO COUNTY

Department of Budget & Management

## FISCAL NOTE

**To:** **Commissioners' Court**
**From:** **Sergio Cruz, Budget Officer**
**CC Date:** **Tuesday, March 17, 2015** **Agenda Item:** **48776**

**Dept.:** **PCT 2 ADMINISTRATION (1200)**

**SUMMARY OF REQUEST:**

**APPROVAL TO CHANGE THE FUNDING SOURCE FROM PCT 2 ADMINISTRATION (122-005) TO PLANNING & ENGINEERING (210-002) FOR THE FOLLOWING FULL TIME POSITIONS:**

| Fund | Position | Slot # | Obj | Current Budgeted Salary/Allowance | Proposed Budgeted Salary/Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | FIELD OPERATIONS INSPECTOR | 0017 | 113 | 36,453.00 | 0.00 | (36,453.00) |
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| | | | | | | |
| | | | SUB-TOTAL: | 36,453.00 | 0.00 | (36,453.00) |

| Account Number | | Account Name | | Budgetary Impact |
|---|---|---|---|---|
| 5-1200-431-00-122-005-0- | 113 | PCT 2 ADMINISTRATION | REG F/T EMPLOYEES | ($29,050.67) |
| 5-1200-431-00-122-005-0- | 211 | PCT 2 ADMINISTRATION | HEALTH INSURANCE | ($4,724.23) |
| 5-1200-431-00-122-005-0- | 212 | PCT 2 ADMINISTRATION | LIFE INSURANCE | ($29.93) |
| 5-1200-431-00-122-005-0- | 220 | PCT 2 ADMINISTRATION | FICA | ($2,222.38) |
| 5-1200-431-00-122-005-0- | 230 | PCT 2 ADMINISTRATION | RETIREMENT | ($3,088.09) |
| 5-1200-431-00-122-005-0- | 250 | PCT 2 ADMINISTRATION | UNEMPLOYMENT COMP | ($174.30) |
| 5-1200-431-00-122-005-0- | 260 | PCT 2 ADMINISTRATION | WORKER'S COMP | ($69.72) |
| | | | | |
| | | | **2015 BUDGETARY IMPACT:** | **($39,359.32)** |

2016 Budgetary Impact: (49,388.37)

**POSSIBLE FUNDING SOURCES:** **COST SAVINGS-CHANGE IN FUNDING SOURCE**

**Comments**

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# HIDALGO COUNTY

Department of Budget & Management

## FISCAL NOTE

**To:** **Commissioners' Court**
**From:** **Sergio Cruz, Budget Officer**
**CC Date:** **Tuesday, March 17, 2015** **Agenda Item:** **48776**

**Dept.:** **PLANNING & ENGINEERING (1200)**

**SUMMARY OF REQUEST:**

**APPROVAL TO CHANGE THE FUNDING SOURCE FROM PCT 2 ROAD MAINTENANCE (122-006) & PCT 2 ADMINISTRATION (122-005) TO PLANNING & ENGINEERING (210-002) FOR THE FOLLOWING FULL TIME POSITIONS:**

| Fund | Position | Slot # | Obj | Current Budgeted Salary/Allowance | Proposed Budgeted Salary/Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | CONSTRUCTION INSPECTOR | 0003 | 113 | 0.00 | 41,280.00 | 41,280.00 |
| 1200 | ENGINEERING TECHNICIAN IV | 0004 | 113 | 0.00 | 41,280.00 | 41,280.00 |
| 1200 | ENGINEERING TECHNICIAN IV | 0005 | 113 | 0.00 | 41,280.00 | 41,280.00 |
| 1200 | CONSTRUCTION INSPECTOR | 0006 | 113 | 0.00 | 40,078.00 | 40,078.00 |
| 1200 | FIELD OPERATIONS INSPECTOR | 0007 | 113 | 0.00 | 36,453.00 | 36,453.00 |
| | | | | | | |
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| | | | | | | |
| | | | SUB-TOTAL: | 0.00 | 200,371.00 | 200,371.00 |

| Account Number | | Account Name | | Budgetary Impact |
|---|---|---|---|---|
| 5-1200-431-00-210-002-0- | 113 | PLANNING & ENGINEERING | REG F/T EMPLOYEES | $159,682.64 |
| 5-1200-431-00-210-002-0- | 211 | PLANNING & ENGINEERING | HEALTH INSURANCE | $23,621.15 |
| 5-1200-431-00-210-002-0- | 212 | PLANNING & ENGINEERING | LIFE INSURANCE | $149.66 |
| 5-1200-431-00-210-002-0- | 220 | PLANNING & ENGINEERING | FICA | $12,215.72 |
| 5-1200-431-00-210-002-0- | 230 | PLANNING & ENGINEERING | RETIREMENT | $16,974.26 |
| 5-1200-431-00-210-002-0- | 250 | PLANNING & ENGINEERING | UNEMPLOYMENT COMP | $958.10 |
| 5-1200-431-00-210-002-0- | 260 | PLANNING & ENGINEERING | WORKER'S COMP | $4,694.67 |
| | | | | |
| | | | **2015 BUDGETARY IMPACT:** | **$218,296.20** |

2016 Budgetary Impact: 273,919.76

**POSSIBLE FUNDING SOURCES:** **CHANGE IN FUNDING SOURCE - FUNDING PENDING THE CLOSING OF FY2014; MONIES WILL BE APPROPRIATED FROM THE R&B UNRESERVED FUND BALANCE.**

**Comments**

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct 2 Rd Maintenance 122-006 DATE: 3/16/2015

CURRENT POSITION TITLE: Constuction Inspector CURRENT SLOT #: 0094

REQUESTED POSITION TITLE: PROPOSED SLOT #:

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 40,078.00 | $ 0.00 | $ (40,078.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[x] Other Cost Savings for Pct 2 Rd Maintenance/ R & B

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $_____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Erika Zamora<br>DEPARTMENT HEAD | 3/16/15<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ NO |
| 2. | [signature]<br>HUMAN RESOURCES DIRECTOR | 3/16/15<br>Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 3. | [signature]<br>DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 4. | _____<br>COMMISSIONERS' COURT APPROVAL | _____<br>Date | _____ | | | _____ |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct 2 Rd Maintenance 122-006 DATE: 3/16/2015

CURRENT POSITION TITLE: Construction Inspector CURRENT SLOT #: 0087

REQUESTED POSITION TITLE: PROPOSED SLOT #:

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 41,280.00 | $ 0.00 | $ (41,280.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[x] Other Cost Savings for Pct 2 Rd Maintenance/ R & B

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Erika Zamora<br>DEPARTMENT HEAD | 3/16/15<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ NO |
| 2. | [signature]<br>HUMAN RESOURCES DIRECTOR | 3/16/15<br>Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 3. | [signature]<br>DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 4. | _____<br>COMMISSIONERS' COURT APPROVAL | _____<br>Date | _____ | | | _____ |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct 2 Rd Maintenance 122-006 DATE: 3/16/2015

CURRENT POSITION TITLE: Engineering Technician IV CURRENT SLOT #: 0088

REQUESTED POSITION TITLE: PROPOSED SLOT #:

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 41,280.00 | $ 0.00 | $ (41,280.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[x] Other Cost Savings for Pct 2 Rd Maintenance/ R & B

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Erika Zamora | 3/16/15 | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ NO |
| | DEPARTMENT HEAD | Date | | | | |
| 2. | | 3/16/15 | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| | HUMAN RESOURCES DIRECTOR | Date | | | | |
| 3. | | 03/16/2015 | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | Date | | | | |
| 4. | | | | | | |
| | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct 2 Rd Maintenance 122-006 DATE: 3/16/2015

CURRENT POSITION TITLE: Engineering Technician IV CURRENT SLOT #: 0089

REQUESTED POSITION TITLE: PROPOSED SLOT #:

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 41,280.00 | $ 0.00 | $ (41,280.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Cost Savings for Pct 2 Rd Maintenance/ R & B

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☒ | Non-Exempt | ☒ |
| N/A | ☐ | | |

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Erika Zamora | 3/16/15 | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ NO |
| | DEPARTMENT HEAD | Date | | | | |
| 2. | | 3/16/15 | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| | HUMAN RESOURCES DIRECTOR | Date | | | | |
| 3. | | 03/16/2015 | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | Date | | | | |
| 4. | | | | | | |
| | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct 2 Admin 122-005 DATE: 3/16/2015

CURRENT POSITION TITLE: Field Operations Inspector CURRENT SLOT #: 0017

REQUESTED POSITION TITLE: PROPOSED SLOT #:

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 36,453.00 | $ 0.00 | $ (36,453.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Cost Savings for Pct 2 Admin/ R & B

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☒ | Non-Exempt | ☒ |
| N/A | ☐ | | |

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Erika Zamora<br>DEPARTMENT HEAD | 3/16/15<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ NO |
| 2. | [signature]<br>HUMAN RESOURCES DIRECTOR | 3/16/15<br>Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 3. | [signature]<br>DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015<br>Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 4. | _____<br>COMMISSIONERS' COURT APPROVAL | _____<br>Date | _____ | | | _____ |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Planning & Engineering 210-002 DATE: 3/16/2015

CURRENT POSITION TITLE: CURRENT SLOT #:

REQUESTED POSITION TITLE: Engineering Technician IV PROPOSED SLOT #: 0004

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 0.00 | $ 41,280.00 | $ 41,280.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Monies will be appropriated from the R&B unreserved fund balance.

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $_____ Hourly Rate *2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☒ | Non-Exempt | ☒ |
| N/A | ☐ | | |

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3-16-15 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO | |
| 2. | HUMAN RESOURCES DIRECTOR | 3/16/2015 Date | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO | |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015 Date | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO | |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Planning & Engineering 210-002 DATE: 3/16/2015

CURRENT POSITION TITLE: CURRENT SLOT #:

REQUESTED POSITION TITLE: Construction Inspector I PROPOSED SLOT #: 0003

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 41,280.00 Proposed G&S/ Budgeted Salary $ 41,280.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Monies will be appropriated from the R&B unreserved fund balance.

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ Hourly Rate *2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☒ | Non-Exempt | ☒ |
| N/A | ☐ | | |

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3-16-15 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO | |
| 2. | HUMAN RESOURCES DIRECTOR | 3/16/2015 Date | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO | |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015 Date | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO | |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Planning & Engineering 210-002 DATE: 3/16/2015

CURRENT POSITION TITLE: CURRENT SLOT #:

REQUESTED POSITION TITLE: Engineering Technician IV PROPOSED SLOT #: 0005

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 0.00 | $ 41,280.00 | $ 41,280.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Monies will be appropriated from the R&B unreserved fund balance.

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $_____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

CIVIL SERVICE:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3-12-15 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO | |
| 2. | HUMAN RESOURCES DIRECTOR | 3/16/2015 Date | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO | |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015 Date | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO | |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Planning & Engineering 210-002 DATE: 3/16/2015

CURRENT POSITION TITLE: CURRENT SLOT #:

REQUESTED POSITION TITLE: Constuction Inspector PROPOSED SLOT #: 0006

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 0.00 | $ 40,078.00 | $ 40,078.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Monies will be appropriated from the R&B unreserved fund balance.

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☒ | Non-Exempt | ☒ |
| N/A | ☐ | | |

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3-16-15 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO | |
| 2. | HUMAN RESOURCES DIRECTOR | 3/16/2015 Date | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO | |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015 Date | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO | |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Planning & Engineering 210-002 DATE: 3/16/2015

CURRENT POSITION TITLE: CURRENT SLOT #:

REQUESTED POSITION TITLE: Field Operations Inspector PROPOSED SLOT #: 0007

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in funding source

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 36,453.00 | $ 0.00 | $ (36,453.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Monies will be appropriated from the R&B unreserved fund balance.

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $_____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☒ | Non-Exempt | ☒ |
| N/A | ☐ | | |

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

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. DEPARTMENT HEAD | 3/16/15 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. HUMAN RESOURCES DIRECTOR | 3/16/2015 Date | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. DEPARTMENT OF BUDGET & MANAGEMENT | 03/16/2015 Date | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. COMMISSIONERS' COURT APPROVAL | Date | | | |

**AI -48910** **District Attorney** **10. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Rosie Cantu, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

## Information

**CAPTION**

Juvenile Drug Court Program Grant:
Requesting approval of resolution and approval to ratify the grant application for the Juvenile Drug Court Program from the Criminal Justice Division (CJD) of the Governor's Office.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

No funds are required at this phase of grant phase.

## Attachments

backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 09:04 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Rosie Cantu | | Started On: 03/12/2015 06:16 PM |
| Final Approval Date: 03/13/2015 | | |

# Request for Applications – Solicitation for Juvenile Drug Courts Projects

The Criminal Justice Division (CJD) of the Governor's Office is soliciting discretionary applications for projects that promote greater accountability in the juvenile justice system for the state fiscal year 2016 grant cycle.

**Purpose:** The purpose is to reduce juvenile offending through accountability-based programs focused on the juvenile offender and the juvenile justice system.

**Available Funding:** This solicitation is funded from authorized state and federal sources and will be administered in accordance with regulations required by these sources.

1) State funds are authorized under Section 102.056 of the Texas Code of Criminal Procedure and Section 772.006 of the Texas Government Code, which designates CJD as the administering agency. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees.
2) Federal funding is authorized for these projects under the Juvenile Justice and Delinquency Prevention Act of 2002, Public Law 107-273. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

**Funding Levels:**
Minimum: None
Maximum: None
Match Requirement: None

**Standards:** Grantees must comply with the standards applicable to this funding source cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

**Prohibitions:** Grant funds may not be used to support the following services, activities, and costs:

1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2) lobbying;
3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
4) vehicles or equipment for government agencies that are for general agency use;
5) weapons, ammunition, explosives or military vehicles;
6) admission fees or tickets to any amusement park, recreational activity or sporting event;
7) promotional gifts;
8) food, meals, beverages, or other refreshments;
9) membership dues for individuals;
10) any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state or local funds (i.e., supplanting);
11) fundraising;
12) construction;
13) medical services;
14) transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
15) legal services for adult offenders;
16) overtime pay; and
17) any other prohibition imposed by federal, state, or local law.

**Eligible Applicants:**

1) Units of local government; and
2) Native American Tribal Governments.

**Eligibility Activities:** Projects must address the following Purpose Area: Juvenile Drug Courts. This solicitation invites communities to propose the implementation or continuation of a juvenile drug court program, using best practices in substance abuse treatment.

**Eligibility Requirements:**

1) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have an overall 90% average on reporting adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2009 through 2013. This requirement must be met by August 1, 2015;
2) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years;
3) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency, to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do; and
4) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at www.sam.gov and maintain an active registration throughout the grant period.

**Project Period:** Grant-funded projects must begin on or after September 1, 2015, and will expire on or before August 31, 2016.

**Application Process:** Applicants must access CJD's grant management website at https://eGrants.governor.state.tx.us to register and apply for funding.

**Preferences:** Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to service provision.

**Closing Date for Receipt of Applications:** All applications must be certified via CJD's grant management website on or before February 27, 2015.

**Selection Process:** Applications will be reviewed and prioritized by the Specialty Courts Advisory Council (Council) who will make funding recommendations to Juvenile Justice Advisory Board and CJD. CJD will make all final funding decisions based on eligibility, recommendations of the Council and Juvenile Justice Advisory Board, reasonableness, availability of funding, and cost-effectiveness. A copy of the scoring elements to be used by the Council is available under the Forms link at https://egrants.governor.state.tx.us/updates.aspx.

**Contact Person**: If additional information is needed, contact the eGrants help desk at eGrants@governor.state.tx.us or (512) 463-1919.

**AI -48908** **District Attorney** **10. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Rosie Cantu, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

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**Information**

**CAPTION**

Domestic Violence Specialty Prosecutor Program Grant:
Requesting approval of resolution and approval to ratify the grant application for the Domestic Violence Specialty Prosecutor Program from the Criminal Justice Division (CJD) of the Governor's Office.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

No funds are required at this phase of grant phase.

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Match Requirement: Grantees must provide matching funds of at least thirty-five percent (35%) of total project expenditures. This requirement may be met through either cash or in-kind contributions or a combination of both. Please note: projects that are awarded with match above the required amount will be held to the higher amount.

---

**Attachments**

Resolution
backup
backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 09:03 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Rosie Cantu | | Started On: 03/12/2015 06:10 PM |
| Final Approval Date: 03/13/2015 | | |

County of Hidalgo

# RESOLUTION IN SUPPORT OF DOMESTIC VIOLENCE SPECIALTY PROSECUTOR PROGRAM GRANT

**WHEREAS,** The County of Hidalgo and the Hidalgo County District Attorney's Office finds it in the best interest of their citizens to apply for the Hidalgo County Domestic Violence Specialty Prosecutor to be operated on September 1, 2015 thru August 31, 2016; and

**WHEREAS** The County of Hidalgo Commissioners Court agrees to any matching funds for the said project as required by the Texas Office of the Governor Criminal Justice Division grant application; and

**WHEREAS,** The County of Hidalgo Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, the County of Hidalgo Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS,** The County of Hidalgo Commissioners Court designates **Ramon Garcia, Hidalgo County Judge** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the County of Hidalgo Commissioners Court approves submission of the grant application for the Hidalgo County DA's Office Domestic Violence Specialty Prosecutor Program Grant to the Texas Office of the Governor, Criminal Justice Division.

Approved this 17th of March 2015.

_____

RAMON GARCIA
County Judge

_____ _____

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____ _____

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

_____

Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

# Request for Applications – Specialty Court Programs

The Criminal Justice Division (CJD) of the Governor's Office is soliciting competitive applications for projects that support eligible specialty court programs during the state fiscal year 2016 grant cycle.

**Purpose:** The purpose of the program is to support specialty courts as defined in Chapter 121 of the Texas Government Code, which incorporate the essential characteristics of:

1) Family Drug Court Programs from Chapter 122 of the Texas Government Code;
2) Drug Court Programs from Chapter 123 of the Texas Government Code;
3) Veterans Court Programs from Chapter 124 of the Texas Government Code; or
4) Mental Health Court Programs from Chapter 125 of the Texas Government Code.

**Available Funding:** This solicitation may be funded from the following state funding sources:

1) Texas Code of Criminal Procedure, Section 102.0178 authorizes state funding for the purpose of funding drug courts and designates CJD as the administering agency. Funds received under this article are deposited to the credit of the specialty court account in the general revenue fund.
2) Texas Code of Criminal Procedure, Section 102.056 and Texas Government Code, Section 772.006 authorize the use of state funds to support criminal justice projects including specialty courts, and designate CJD as the administering agency. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees. All awards are subject to the availability of funds appropriated by the Texas Legislature for the 2016-2017 biennium.

**Funding Levels**:
Minimum: $10,000
Maximum: None
Match Requirement: None

**Standards:** Grantees must comply with the standards applicable to this funding source cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

**Prohibitions:** Grant funds may not be used to support the following services, activities, and costs:

1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2) lobbying;
3) vehicles or equipment for government agencies that are for general agency use;
4) weapons, ammunition, explosives or military vehicles;
5) admission fees or tickets to any amusement park, recreational activity or sporting event;
6) promotional gifts;
7) food, meals, beverages, or other refreshments;
8) membership dues for individuals;
9) any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state or local funds (e.g., supplanting);
10) fundraising;
11) construction, remodeling or renovation;
12) medical services;
13) transportation, lodging, per diem or any related costs for participants when grant funds are used to develop and conduct training; and
14) Any other prohibition imposed by federal, state, or local law.

**Eligible Applicants:**

1) Counties; and
2) Judicial districts

**Eligibility Requirements:**

1) Pursuant to Texas Government Code, Section 123.006, counties with populations of more than 200,000 are required to establish a drug court.
2) The court must be registered with CJD as required in the Texas Government Code, Section 121.002, and must maintain a current registration throughout the grant period.

3) The court must also be registered with the Texas Department of State Health Services, Clinical Management for Behavioral Health Services database. Information about registration procedures may be accessed at http://www.dshs.state.tx.us/cmbhs/default.shtm.
4) The presiding judge of a drug court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over drug court, or a retired judge available as a sitting judge.
5) Any portion of fees collected from program participants and retained by the grantee is considered generated program income (GPI) and must be applied to the grant through a grant adjustment. GPI must be used to offset project costs and must be expended prior to seeking payment from CJD.
6) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2009 through 2013. This requirement must be met by August 1, 2015.
7) Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
8) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/portal/public/SAM/ and maintain an active registration throughout the grant period.

**Project Period:** Grant-funded projects must begin on or after September 1, 2015, and expire on or before August 31, 2016.

**Application Process:** Applicants must access CJD's grant management website at https://eGrants.governor.state.tx.us to register and apply for funding.

**Preferences:** Preference will be given to mandated drug courts under Texas Government Code, Section 123.006.

**Closing Date for Receipt of Applications:** All applications must be submitted via CJD's eGrants website on or before February 27, 2015.

**Selection Process:** Applications will be reviewed and prioritized by the Specialty Courts Advisory Council (Council) who will make funding recommendations to CJD. CJD will make all final funding decisions based on eligibility, Council recommendations, reasonableness, availability of funding, and cost-effectiveness. Copies of the scoring elements to be used by the Council for each court type are available under the Forms link at https://eGrants.governor.state.tx.us/updates.aspx.

**Contact Person**: If additional information is needed, contact the eGrants help desk at eGrants@governor.state.tx.us or (512) 463-1919.

# Request for Applications - Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Program Solicitation

The Criminal Justice Division (CJD) of the Governor's Office is soliciting applications for projects that promote a coordinated, multidisciplinary approach to improving the criminal justice system's response to violent crimes against women during the state fiscal year 2016 grant cycle.

**Purpose:** The purpose of this funding is to assist in developing and strengthening effective law enforcement, prosecution and court strategies to combat family violence, sexual assault, sexual human trafficking, dating violence and stalking crimes against women and to develop and strengthen victim services in such cases.

**Available Funding:** Federal funding is authorized for these projects under the Violence Against Women Act of 2013, Pub. L. No. 113-4 (VAWA 2013). Congress has not finalized federal appropriations for federal fiscal year 2015. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

**Funding Levels:**
Minimum: $5,000
Maximum: None

**Required Match:** Grantees must provide matching funds of at least thirty-five percent (35%) of total project expenditures. This requirement may be met through either cash or in-kind contributions or a combination of both. **Please note: projects that are awarded with match above the required amount will be held to the higher amount.**

**Standards:** Grantees must comply with the standards applicable to this funding source cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

**Prohibitions:** Grantees may not use grant funds or program income to support the following services, activities, and costs:

1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2) lobbying;
3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
4) purchase or leasing of vehicles;
5) admission fees or tickets to any amusement park, recreational activity, or sporting event;
6) promotional gifts;
7) non-emergency food, meals, beverages, or other refreshments;
8) membership dues or professional fees for individuals;
9) any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state, or local funds (e.g., supplanting), including the Texas Crime Victims Compensation Fund;
10) fundraising;
11) overtime;
12) cash payments to victims, gift cards or fuel vouchers;
13) legal assistance and representation in civil matters other than protective orders;
14) legal defense services for perpetrators of violence against women;
15) liability insurance on buildings;
16) major maintenance on buildings, including minor renovations, lawn care, landscaping, painting, plumbing and HVAC repair;
17) property loss;
18) reimbursement to crime victims for expenses incurred as a result of a crime, such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills;
19) services for programs that primarily focus on children and/or men;
20) activities exclusively related to violence prevention, such as media campaigns to educate the general public about violence against women, public awareness and community education campaigns are also prohibited;
21) criminal defense work, including for women who assault, kill, or otherwise injure their abusers;

22) services to any person incarcerated for committing a crime of domestic violence, dating violence, sexual assault, or stalking;
23) relocation expenses for victims of domestic violence, sexual assault, or stalking such as moving household goods to a new location in another state or acquiring furniture or housing in a new location;
24) creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
25) prosecution of child sexual abuse when the victim is now an adult;
26) law enforcement equipment that is standard department issue including uniforms, safety vest, shields, weapons and ammunition;
27) chemical dependency or alcohol abuse programs for offenders that are not an integral part of court mandated Batterers Intervention Prevention Program;
28) activities that may compromise victim safety such as: pre-trial diversion programs or the placement of offenders in these programs;
29) development or presentation of a domestic violence, sexual assault, dating violence or stalking curriculum for primary or secondary schools. Educating students from an existing curriculum would also be prohibited;
30) employee allowances covering routine expenses (i.e. cell phone allowances or vehicle allowances);
31) purchasing prepaid credit/debit or store cards for either agency or victim use;
32) research projects or evaluations; and
33) any other prohibition imposed by federal, state and local law.

**Eligible Applicants:**
1) Community supervision and corrections departments;
2) Councils of governments (COGs);
3) Indian tribal governments;
4) Nonprofit corporations with an active charter number from the Texas Secretary of State;
5) Universities and colleges;
6) State agencies; and
7) Units of local government;

**Note:** Nonprofit agencies seeking to provide direct victim services will not be considered for funding under this solicitation and should instead apply under the General Victim Assistance - Direct Services Request for Applications.

**Eligible Activities:**
1) Court Services/Improvements (including specialized courts);
2) Crisis Services;
3) Investigation;
4) Legal Advocacy;
5) Multi-Disciplinary Teams and Case Coordination;
6) Prosecution;
7) Protective Order Assistance;
8) Training;
9) Victim-offender meetings;
10) Technology; and
11) Forensic Interviews.

**Eligibility Requirements:**
1) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2009 through 2013. This requirement must be met by August 1, 2015.
2) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.

3) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency, to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do.

4) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at http://www.sam.gov and maintain an active registration throughout the grant period.
5) Applicants must explain how their organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: a) cultural knowledge, awareness and sensitivity are integrated into action and policy; b) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and c) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.
6) Applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Applicants must indicate the percentage of their project that benefits Victim Services, Law Enforcement, Prosecution, Courts or other areas. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the state would fall under the "law enforcement" category because the training is to benefit law enforcement.
7) Applicants must certify that they will comply with the following requirements:
    a) Forensic Medical Examination Payments – Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.
    b) Polygraph Testing Prohibition – A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.
    c) Protective Orders – Neither victims applying for a protective order nor their attorney may bear the costs associated with the filing, modification, enforcement, dismissal or withdrawal of an order of protections.
    d) Judicial Notification – Offenders subject to a protection order are not allowed to possess a firearm unless the offender is a peace officer who is actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.
    e) Criminal Charges - In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.
    f) Nondisclosure of Confidential or Private Information – Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary will be taken to protect the privacy and safety of the persons affected by the release of information.
8) Applicants must meet one of the following statewide priorities:
    a) Improve the criminal justice system response to victims of violence against women;
    b) Improve court services regarding domestic violence, sexual assault, dating violence, and stalking.
    c) Strengthen victim restoration; or

d) Increase collaboration and communication across all levels of government and among all victim services.

**Project Period:** Grant-funded projects must begin on or after September 1, 2015, and will expire on or before August 31, 2016.

**Application Process:** Applicants must access CJD's eGrants website at https://eGrants.governor.state.tx.us to register and apply for funding.

**Preferences:** Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also strongly encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

**Closing Date for Receipt of Applications:** All applications must be certified via CJD's grant management website on or before February 27, 2015.

**Selection Process:**

1) For eligible local and regional projects:
   a) Applications will be forwarded by CJD to the appropriate regional council of governments (COG).
   b) The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
   c) CJD will accept priority listings that are approved by the COG's executive committee.
   d) CJD will make all final funding decisions based on eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.
2) For state discretionary projects, applications will be reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

**Contact Information**: If additional information is needed, contact the eGrants help desk at eGrants@governor.state.tx.us or (512) 463-1919.

**AI -48828** **Sheriff's Office** **11. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Maria Del Rosario Gonzalez, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

## Information

**CAPTION**

Authorization and Approval to apply for the FY2015 State Criminal Alien Assistance Program (SCAAP) with the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice.

**BACKGROUND**

The Bureau of Justice Assistance (BJA) administers the State Criminal Alien Assistance Program (SCAAP) in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS).

Federal payments are made to states and localities that incurred costs for incarcerating known (DHS verified) undocumented criminal aliens.

Awarded monies are to be used for correctional purposes only.

Applications are to be submitted online via the OJP Grants Management System (GMS). Deadline for submitting the applications is April 20, 2015 (6:00 P.M., EDT).

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1284-423-00-280-042-5-XXX

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

**BUDGETARY IMPACT:**

No local match is required.

Approval to apply for the FY2015 State Criminal Alien Assistance Program (SCAAP).

## Attachments

Application Notice SCAAP 2015

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 03/10/2015 11:01 AM |
| Budget & Management | Veronica Ortiz | 03/10/2015 03:49 PM |
| Manuel Chapa | Manuel Chapa | 03/11/2015 04:05 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Maria Del Rosario Gonzalez Started On: 03/10/2015 10:49 AM

Final Approval Date: 03/13/2015

# STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)

***NEW!* FY 2015 SCAAP Application**
The application period for FY 2015 SCAAP applications will open on March 9, 2015. All applications must be submitted via the OJP online Grants Management System (GMS). All completed applications must be submitted by **6:00 p.m. e.d.t. on Monday, April 20, 2015**. Extensions or exceptions to this deadline cannot be granted. Because of the volume and complexities involved in verification of all submitted inmate data and the fact that BJA transmits this file to DHS immediately after the close of the solicitation, it is not possible for additional applicant data to be reviewed and sent to DHS after the deadline.

***2015 SCAAP Data:***
FY 2015 SCAAP Guidelines
FY 2015 ICE Country Codes
FY 2015 Inmate Data File Format

***Update on the Payments for "Unknown" Alien Status Inmate Days***
The Department of Justice (DOJ) will continue the reimbursements for the unknown category of SCAAP inmates for the FY 2015 SCAAP awards. SCAAP grantees are strongly encouraged to work collaboratively with DHS in the following programs in order to increase their inmate alien status verifications. Those programs include:

- Secure Communities Program: This program leverages an existing information sharing capability between DHS and DOJ to quickly and accurately identify aliens who are arrested for a crime and booked into local law enforcement custody. With this capability, the

fingerprints of everyone arrested and booked are not only checked against Federal Bureau of Investigation (FBI) criminal history records, but they are also checked against DHS immigration records. If fingerprints match DHS records, the Bureau of Immigration and Customs Enforcement (ICE) determines if immigration enforcement action is required, considering the immigration status of the alien, the severity of the crime and the alien's criminal history. For more information, see the following web site: www.ice.gov/secure_communities/.

- 287(g) Program: The 287(g) program allows a state and local law enforcement entity to enter into a partnership with ICE in order to receive delegated authority for immigration enforcement within their jurisdictions. This allows the officials in the jurisdictions to match inmate records prior to the SCAAP application process. For more information, see the following web site: www.ice.gov/news/library/factsheets/287g.htm.
- The Law Enforcement Support Center (LESC): LESC is a single national point of contact that provides timely customs information and immigration status and identity information and real-time assistance to local, state and federal law enforcement agencies on aliens suspected, arrested or convicted of criminal activity. For more information, see the following web site: www.ice.gov/LESC/ or call 802-872-6000.

**Overview:**
BJA administers the State Criminal Alien Assistance Program (SCAAP) in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

**Use of SCAAP Awards**
The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.

**FY 2007-2012 SCAAP Use of Funds List**

- Salaries for corrections officers
- Overtime costs
- Corrections work force recruitment and retention
- Construction of corrections facilities
- Training/education for offenders
- Training for corrections officers related to offender population management
- Consultants involved with offender population
- Medical and mental health services
- Vehicle rental/purchase for transport of offenders
- Prison industries
- Pre-release/reentry programs
- Technology involving offender management/inter-agency information sharing
- Disaster preparedness continuity of operations for corrections facility

**Legislation**
SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. 1231(i), as amended, and Title II, Subtitle C, Section 20301,

TWITTER

Tweets Follow

BJA @DOJBJA 1h
Apply now for funding to address the growing backlog of sexual assault kits at law enf. agencies. Apps due May 7. bja.gov/Funding/15SAKI...
Expand

BJA @DOJBJA 1h
BJA is looking for a training & technical assistance provider for the Sexual Assault Kit Initiative. Apps due May 7.

I WANT TO

Learn about campus safety
Learn about justice reinvestment
Access PMT
Access TTA Reporting Portal
Find evaluation information
Read Justice Today

EVENTS NEAR ME

Enter City, State or ZIP

Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

READ LESS

News & Information | Funding & Availability | Training & Technical Assistance | Related Resources | Contacts
Publications & Performance Reports | FAQS | Archives



810 Seventh Street NW, Washington, D.C. 20531
For Government Use Only

**AI -48720** **Sheriff's Office** **11. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Maria Del Rosario Gonzalez, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

## Information

**CAPTION**

Requesting consideration and approval on the acceptance of a donation of one (1) male Shepherd dog to the Hidalgo County Sheriff's Office by Francisco Guerrero. The K-9 will be used for law enforcement functions. Upon the K-9's retirement, separation and/or impeding medical conditions the K-9 will be returned to Francisco Guerrero.

**BACKGROUND**

The estimated value of the 3-year-old Shepherd K-9 is $8,500.00

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No budgetary impact to accept donation.

## Attachments

k9 donation Guerrero

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 03/03/2015 04:28 PM |
| Budget & Management | Veronica Ortiz | 03/04/2015 10:11 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Maria Del Rosario Gonzalez Started On: 03/03/2015 11:10 AM

Final Approval Date: 03/13/2015

February 16, 2015

Honorable
JE "Eddie" Guerra, Sheriff
Hidalgo County Sheriff's Office
711 E. El Cibolo Road
Edinburg, Texas 78541

Reference: Canine Donation

Dear Sheriff Guerra,

I would like to donate to the Hidalgo County Sheriff's Office a Canine from Germany, Henry. Henry is a 3-year-old Shepherd bred for police work. The reason I am donating Henry is because, I truly believe and support your efforts to maintaining our County safe.

I believe Henry will be an asset to your Office and will be an added tool to assist your Deputies in performing police functions.

Henry is valued at $8,500.00 and has been totally paid for from Kreative Kennels in San Francisco, California. I am attaching his export pedigree from the Germany.

I do respectfully request and if acceptable to you, that Henry be returned to me upon retirement, separation, impeding medical conditions, disbanding of K9 unit, or any separation from the Sheriff's Office, for Henry to please be returned to me for safe care.

If I may be of further service, please do not hesitate to contact me; my cellular is 956-793-4807.

Respectfully,

Francisco J. Guerrero
12513 Bail Bond Drive
Edinburg, Texas 78541

FG/mg

Kreative Kennels

P.O.Box 755
Oakdale, CA 95361

# Invoice

| Date | Invoice # |
|---|---|
| 12/15/2014 | K-1606 |

| Bill To | Ship To |
|---|---|
| Francisco J. Guerrero<br>664 S. Jackson Rd<br>Edinburg , TX 78539 | Francisco J. Guerrero<br>664 S. Jackson Rd<br>Edinburg , TX 78539 |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|---|---|---|---|---|---|---|
| | | | 12/15/2014 | | | |

| Quantity | Item Code | Description | Price Each | Amount |
|---|---|---|---|---|
| 1 | DOG | HENRY | 8,500.00 | 8,500.00 |

Thank you for your business.

**Total** $8,500.00

Pay online at: https://ipn.intuit.com/6s7d9p28


Europäische Union
Bundesrepublik Deutschland
HEIMTIER-AUSWEIS
DE 06 0732250

## I. BESITZER / *Owner*

1. Name / *Last name*: Ulicher3
   Vorname / *First name*: Paul
   Anschrift / *Address*: Oelbergstr. 44

   Postleitzahl / *Postcode*: 53639
   Ort / *City*: Königswinter
   Land / *Country*: Deutschland

2. Name / *Last name*:
   Vorname / *First name*:
   Anschrift / *Address*:

   Postleitzahl / *Postcode*:
   Ort / *City*:
   Land / *Country*:

3. Name / *Last name*:
   Vorname / *First name*:
   Anschrift / *Address*:

   Postleitzahl / *Postcode*:
   Ort / *City*:
   Land / *Country*:

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## II. BESCHREIBUNG DES TIERES

*Description of animal*




1. Name / *Name**: Henri
2. Art / *Species*: Hund
3. Rasse / *Breed*: DSH
4. Geschlecht / *Sex*: Rüde
5. Geburtsdatum / *Date of birth**: 06.12.11
6. Haarkleid / *Coat*: schwarz-braun
   (Farbe und Typ) *(Colour & type)*

*Nach Angabe des Tierbesitzers
*As stated by owner*

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## III. KENNZEICHNUNG DES TIERES

*Identification of animal*

1. Mikr Virbac BackHome BioTec

276098104496407 DEU

2. Datum der Mikrochip-Implantation / *Date of microchipping*:
   12.07.13
3. Implantationsstelle / *Location of microchip*:
   li Halsseite
4. Tätowierungsnummer / *Tattoo number*:
5. Datum der Tätowierung / *Date of tattooing*:

**Die Angaben sind vor jedem neuen Eintrag in diesen Ausweis zu überprüfen**

***The identification must be verified before any new entry is made on this passport***

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# IV. TOLLWUTIMPFUNG

*Vaccination against rabies*

DE 06 0732250

| HERSTELLER UND NAME DES IMPFSTOFFES<br>*Manufacturer & Name of vaccine* | CHARGEN-NUMMER<br>*Batch Number* | IMPFDATUM [1] GÜLTIG BIS [2]<br>*Vaccination date [1] Valid until [2]* | ERMÄCHTIGTER TIERARZT<br>*Authorised veterinarian* |
|---|---|---|---|
| Nobivac LR<br>Ch.-B.: 05551901<br>Verwendbar bis: 20.05.2014 | | 1 12.07.13<br>2 12.07.14 | TIERARZTPRAXIS<br>REISE & PISTOL<br>GRUSSDORFSTR. 5/6<br>13507 BERLIN<br>STEMPEL / UNTERSCHRIFT<br>*Stamp / signature* |
| | | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>*Stamp / signature* |
| | | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>*Stamp / signature* |

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| | | |
|---|---|---|
| | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>*Stamp / signature* |
| | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>*Stamp / signature* |
| | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>*Stamp / signature* |
| | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>*Stamp / signature* |
| | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>*Stamp / signature* |

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## VII. BEHANDLUNG GEGEN ECHINOCOCCUS
*Echinococcus treatment*

DE 06 0732250

| HERSTELLER UND NAME DES BANDWURMMITTELS<br>*Manufacturer & Name of product* | DATUM [1] UHRZEIT [2]<br>*Date [1] Time [2]* | TIERARZT<br>*Veterinarian* |
|---|---|---|
| Fenbendazole 50mg/kg | 1 monthly<br>2 20-24th | Kreative Kennels<br>PO Box 755<br>Oakdale, Ca 95361<br>*Stamp / Signature* |
| | 1<br>2 | *STEMPEL / UNTERSCHRIFT*<br>*Stamp / signature* |
| | 1<br>2 | *STEMPEL / UNTERSCHRIFT*<br>*Stamp / signature* |

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| | | |
|---|---|---|
| | 1<br>2 | *STEMPEL / UNTERSCHRIFT*<br>*Stamp / signature* |
| | 1<br>2 | *STEMPEL / UNTERSCHRIFT*<br>*Stamp / signature* |
| | 1<br>2 | *STEMPEL / UNTERSCHRIFT*<br>*Stamp / signature* |
| | 1<br>2 | *STEMPEL / UNTERSCHRIFT*<br>*Stamp / signature* |
| | 1<br>2 | *STEMPEL / UNTERSCHRIFT*<br>*Stamp / signature* |

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## VIII. SONSTIGE IMPFUNGEN
*Other vaccinations*

DE 06 0732250

| HERSTELLER UND NAME DES IMPFSTOFFES<br>*Manufacturer & Name of vaccine* | CHARGEN-NUMMER<br>*Batch Number* | IMPFDATUM [1] GÜLTIG BIS [2]<br>*Vaccination date [1] Valid until [2]* | ERMÄCHTIGTER TIERARZT<br>*Authorised veterinarian* |
|---|---|---|---|
| Versican DHPPi<br>Ch. B. 01621001<br>Verwendbar bis 04.12.2013 | | 1 01.02.13<br>2 01.02.14 | Tierärztliche Klinik<br>Dr. med. vet. Seelig<br>Krailing 5, 66321 Illingen<br>Tel. 06825/9736-0, Fax 9736-28<br>Durchwahl Kleintierklinik -22<br>STEMPEL / UNTERSCHRIFT<br>Stamp / signature |
| NEOPAR® SER. # 7168 EXP. 19APR16<br>BRONCHICINE® CAe SER A262870 EXP 05/20/15<br>NeoVac'DA2 SER. # 9003 EXP. 28FEB16 | | 1 15MAR14<br>2 | Kreative Kennels<br>STEMPEL / UNTERSCHRIFT<br>Stamp / signature |
| | | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>Stamp / signature |
| | | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>Stamp / signature |
| | | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>Stamp / signature |
| | | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>Stamp / signature |
| | | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>Stamp / signature |
| | | 1<br>2 | STEMPEL / UNTERSCHRIFT<br>Stamp / signature |

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## IX. KLINISCHE UNTERSUCHUNG
*Clinical examination*

| BESTÄTIGUNG / *Declaration* | DATUM / *Date* | TIERARZT / *Veterinarian* |
|---|---|---|
| Das Tier befindet sich in gutem Gesundheitszustand und ist im Hinblick auf die Reise zum Bestimmungsort transportfähig *The animal is in good health and able to withstand carriage to its destination* | 16.08.13 | TIERARZTPRAXIS HEISE & PISTOL GROSSDORFSTR. 5/6 35075 BERGEN Tel. 06433 6027 STEMPEL / UNTERSCHRIFT *Stamp / signature* |
| Das Tier befindet sich in gutem Gesundheitszustand und ist im Hinblick auf die Reise zum Bestimmungsort transportfähig *The animal is in good health and able to withstand carriage to its destination* | | *STEMPEL / UNTERSCHRIFT Stamp / signature* |
| Das Tier befindet sich in gutem Gesundheitszustand und ist im Hinblick auf die Reise zum Bestimmungsort transportfähig *The animal is in good health and able to withstand carriage to its destination* | | *STEMPEL / UNTERSCHRIFT Stamp / signature* |
| Das Tier befindet sich in gutem Gesundheitszustand und ist im Hinblick auf die Reise zum Bestimmungsort transportfähig *The animal is in good health and able to withstand carriage to its destination* | | *STEMPEL / UNTERSCHRIFT Stamp / signature* |

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## X. BEGLAUBIGUNG
*Legalisation*

| BEGLAUBIGUNGSSTELLE *Legalising body* | DATUM *Date* | STEMPEL / SIEGEL Stamp / seal |
|---|---|---|
| | | *STEMPEL / UNTERSCHRIFT Stamp / signature* |
| | | *STEMPEL / UNTERSCHRIFT Stamp / signature* |
| | | *STEMPEL / UNTERSCHRIFT Stamp / signature* |
| | | *STEMPEL / UNTERSCHRIFT Stamp / signature* |

DE 06 0732250

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**AI -48735** **Tax Office** **12. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Edgar Jaramillo, TAX OFFICE **Submitted By:** Edgar Jaramillo, TAX OFFICE

**Department:** TAX OFFICE

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## Information

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of a New Car Dealer Agreement between Hidalgo County and Penske Automotive Group (PAG McAllen T1, LLC DBA Toyota of Pharr and PAG McAllen H1, LLC DBA Hyundai of Pharr). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Penske Automotive Group agrees to comply with the requirements of the WebDealer System of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

**BACKGROUND**

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## Fiscal Impact

## Attachments

Web Dealer Info
Contract
Transportation code
Pharr Bond
pharr web dealer contract
Hyndai of Pharr Bond
Approval letter

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/05/2015 11:17 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Edgar Jaramillo Started On: 03/04/2015 01:14 PM

Final Approval Date: 03/13/2015

# Getting started with webDEALER

## What to expect

The county tax office and TxDMV personnel are available to answer your questions.

In order to have access to webDEALER, you must have access to eTags. The Username and Password in eTags will be the same as the one used in webDEALER.

Please review the Equipment Requirements section in the appendix to ensure your equipment is up-to-date and you have all needed supplies.

## Setup

The county tax office will set up the dealership in webDEALER. In addition to setting up the dealership, they will also set up the initial user to be the administrator at the dealership.

## Processing notes

Dealers must provide the county with an eTags Username for the first administrative dealer user. The eTags Username is required for the county to authorize a user to access webDEALER.

## Recommendations

1. To achieve the most benefit from webDEALER, it is highly recommended that payment be made via ACH.
2. To ensure the process is working, we recommend processing one or two titles the first week.
3. Dealers will continue to use their current process for title applications that do not meet the requirements listed below.

## Requirements for processing a transaction

1. The buyer chooses to have their title application processed in webDEALER.
2. Only Registration Class, Passenger - 25 (passenger ≦6000 lbs), and Registration Class, Trucks - 35 (light trucks ≦10000 lbs) are available.
3. Buyer must electronically acknowledge the buyer acknowledgement on the webDEALER Buyer Acknowledgement Login website. This can be done on most pc and mobile browsers. The electronic buyer acknowledgement replaces the buyer's signature on the 130-U.
    - Only the buyer may interact with the buyer acknowledgement process.

- After 3 failed attempts to log in, the buyer will be locked out of the Buyer Acknowledgement Login website for 24 hours.
- Once the buyer acknowledgment has been acknowledged and submitted, if it is accessed again, it will not show the option to acknowledge.

4. Buyer must have a current, valid Texas driver license/ID.

   *NOTE: If the buyer has recently renewed their driver license/ID or changed their name or address and attempts to purchase a vehicle before the new driver license/ID arrives, the system will not be able to verify the driver license/ID. With each change made to the Texas driver license/ID, the audit number changes so the system cannot verify the person's identity. However, an expired driver license/ID can be used for the paper process outside of webDEALER provided it meets the TxDMV requirements.*
5. If there is a 2nd owner (co-buyer), both buyers must meet the driver license/ID requirements, and both must sign the 130-U. Only one of the buyers will have their driver license/ID entered in webDEALER, and that buyer will electronically acknowledge the sale.
6. Only one trade-in is allowed.
7. For a business purchase, the buyer must be a representative of the business and use their Texas driver license/ID to acknowledge the sale.
8. Leased vehicles can be processed with the stipulation that the leasing company representative completes the buyer acknowledgement (having a current valid Texas driver license/ID).
9. No powers of attorney (POA) can be processed. These are processed outside of webDEALER.
10. The Manufacturer's Certificate of Origin (MCO) must be scanned and attached showing both sides with the "Surrendered" stamp on the back.

## You should know

The form VTR-31-RTS is not required for a webDEALER transaction.

You cannot set a bookmark for webDEALER once the application has been started. You will need to access it through the login page every time.

## Reminder check list

Please have the following items ready to begin processing your title applications:

- ☐ Internet capability
- ☐ URL for webDEALER tested
- ☐ Sticker paper
- ☐ Plate inventory provided by the county
- ☐ eTags user accounts set up, *and access to webDEALER verified*
- ☐ Printer
- ☐ Scanner
- ☐ Surrendered stamp

If you have any questions, please contact your county tax office.

# Equipment Requirements

In order for the implementation to be successful, each location must include the proper equipment and infrastructure necessary for the webDEALER application.

### Operating System

This application was designed for use on Windows and Macintosh (MAC) operating systems. Other systems such as Linux and UNIX may be able to run the application, but will not be supported.

### Internet Connection

This application requires access to the Internet; a high speed Internet connection is recommended.

### Web Browsers

The system was designed to be compatible with the latest web browsers.

| Web Browser | Website | Version Requirements |
|---|---|---|
|  Internet Explorer | www.microsoft.com/ie | Internet Explorer versions 8.0 and later<br>*Note: Compotibility Mode should be turned off* |
|  Firefox | www.mozilla.com/firefox | Latest version |
|  Safari | www.apple.com/safari | Safari is a web browser designed and developed by Apple for the Macintosh Operating System. |
|  Chrome | www.google.com | Chrome is a freeware web browser developed by Google. |

You may visit any of the browser's websites to confirm that you have the latest version installed. To check your browser version on a Windows machine open the browser and click "Help", "About [*Browser Name*]" where [*Browser Name*] is the name of the browser you are using.

### Adobe Acrobat Reader

Adobe Acrobat Reader is used to view PDF (Portable Document Format) documents. Using Adobe Acrobat Reader you may choose to view, print, or save these documents. If you don't already have the program installed you may click here to download Adobe Acrobat Reader.

### Printer Requirements

Printers used to print registration stickers must meet the following minimum specifications:

- Printer must be laser technology
- Media size should support at the minimum 8.5 x 11 in
- Memory: 32MB
- Processor Speed: 400MHz
- Print Languages: HP PCL6 & 5e, HP postscript level 3 emulation; direct PDF (v 1.4) printing
- Print Speed: Up to 30ppm, exact speed varies depending on the system configurations, software program and document complexity
- Print Resolution, black: up to 1200 x 1200 dpi
- The laser jet printer fuser modes must have the capability to adjust heat range (from normal, low, high) in order to impose print on the documents
- The laser jet printer needs to come with LPT and/or USB connections based on computer system needs
- Printer must have the capability to adjust the X Y setting to compensate for alignment

Printers must be on the approved list provided by the Texas Department of Motor Vehicles (TxDMV) or be approved by the county. Please contact your county tax office for a list of approved printers.

Counties may choose to approve printers that are not on the list of department approved printers. Alignment is the most frequent challenge encountered with other printers, especially light weight printers. Print testing is necessary to ensure proper alignment and print quality. Counties will decide how many test stickers should be printed for their review and sticker paper used for testing should be taken in to consideration.

The following criteria should be followed when verifying test sticker appearance:

1. Ensure proper alignment on all print areas of the sticker paper.
2. The ink should dry in a reasonable time period. Once dry, the ink should be tested to ensure it does not smear or scratch off on the sticker portions of the form.

### Scanner Requirements

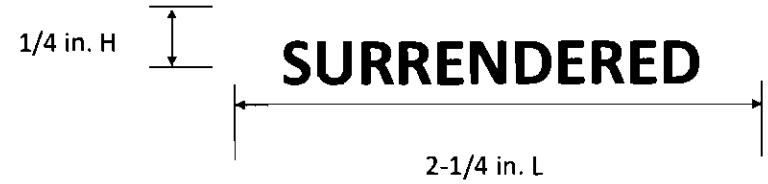
The scanned document must show all Information and be readable. Information that is not captured on the scan, or is unreadable could delay processing.

Scanners must be capable of at least 200 DPI, but we recommend 300 DPI, which is the most common resolution for desktop scanners.

### "Surrendered" Stamp

Each location should have a Surrendered stamp for MCOs.

- Ink: Black
- Text: Arial
- Size: 1/4 in. H x 2-1/4 in. L



**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and PAG McAllen T1, LLC (dba Toyota of Pharr), hereafter referred to as "DISTRIBUTOR."

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for new vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County and the Distributor agree to enter into an agreement to provide point of sale supplies to the Distributor, needed for issuance of license plates and registration stickers to the public. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said

officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of

Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued, a final report within twenty four (24) hours after the termination date, and funds owed to the County under this Agreement.

16. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after mailing) Distributor shall have twenty four (24) hours to return to the County all supplies, payment for stickers issued, and final reports, as set forth in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY:
PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR:
PAG McAllen T1, LLC
(DBA TOYOTA OF PHARR)
GDN# P123289
1625 W. EXPRESSWAY 83
PHARR, TX 78577

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement is in replacement of the Agreement between the parties dated February 18, 2014 and such previous Agreement is terminated effective as of the date of execution of this Agreement.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2015.

BY:_____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

PAG McAllen T1, LLC
(DBA TOYOTA OF PHARR)
GDN# P123289
1625 W. EXPRESSWAY 83
PHARR, TX 78577

BY:_____

PRINTED NAME: George Rayshik

TITLE: Sec'ty + Treas. / CFO

(2) shall establish standards for uniformity and service quality for counties and dealers licensed under Section 520.005; and

(3) may conduct public service education campaigns related to the department's functions.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 30, eff. September 1, 2011.

Text of section as added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 224

For text of section as added by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 30, see other Sec. 520.004.

Sec. 520.004. DEPARTMENT RESPONSIBILITIES. The department has jurisdiction over the registration and titling of, and the issuance of license plates to, motor vehicles in compliance with the applicable statutes. The board by rule:

(1) shall provide services that are reasonable, adequate, and efficient;

(2) shall establish standards for uniformity and service quality for counties and dealers licensed under Section 520.005; and

(3) may conduct public service education campaigns related to the department's functions.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 224, eff. January 1, 2012.

Sec. 520.005. DUTY AND RESPONSIBILITIES OF COUNTY ASSESSOR-COLLECTOR. (a) Each county assessor-collector shall comply with Chapter 501.

(b) An assessor-collector who fails or refuses to comply with Chapter 501 is liable on the assessor-collector's official bond for resulting damages suffered by any person.

(c) Notwithstanding the requirements of Sections 520.008 and 520.0091, the assessor-collector may license franchised and non-franchised motor vehicle dealers to title and register motor vehicles in accordance with rules adopted under Section 520.004. The county assessor-collector may pay a fee to a motor vehicle dealer independent

of or as part of the portion of the fees that would be collected by the county for each title and registration receipt issued.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.
Transferred, redesignated and amended from Transportation Code, Section 501.137 by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 31, eff. September 1, 2011.
Transferred, redesignated and amended from Transportation Code, Section 501.137 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 225, eff. January 1, 2012.

Sec. 520.006. COMPENSATION OF ASSESSOR-COLLECTOR. (a) A county assessor-collector shall receive a fee of $1.90 for each receipt issued under Chapter 502.

Text of subsection as added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 226

(a-1) A county collecting fees on behalf of a county that has been declared as a disaster area for purposes of Section 501.023 or 502.040 may retain the commission for fees collected, but shall allocate the fees to the county declared as a disaster area.

Text of subsection as added by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 32

(a-1) A county assessor-collector collecting fees on behalf of a county that has been declared as a disaster area for purposes of Section 501.023 or 502.002 may retain the commission for fees collected, but shall allocate the fees to the county declared as a disaster area.

(b) A county assessor-collector who is compensated under this section shall pay the entire expense of issuing registration receipts and license plates under Chapter 501 or 502 from the compensation allowed under this section.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by

Acts 1997, 75th Leg., ch. 165, Sec. 30.44(b), eff. Sept. 1, 1997.
Transferred, redesignated and amended from Transportation Code, Section 502.109 by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 32, eff. September 1, 2011.
Transferred, redesignated and amended from Transportation Code, Section 502.109 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 226, eff. January 1, 2012.

Sec. 520.007. COUNTY BRANCH OFFICES. (a) The commissioners court of a county may authorize the county assessor-collector to:

(1) establish a suboffice or branch office for vehicle registration at one or more locations in the county other than the county courthouse; or

(2) appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the assessor-collector.

(b) The report of vehicles registered through a suboffice or branch office shall be made through the office of the county assessor-collector.

Transferred, redesignated and amended from Transportation Code, Section 502.111 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 227, eff. January 1, 2012.

Sec. 520.008. FULL-SERVICE DEPUTIES. (a) A full-service deputy appointed under Section 520.0091 shall accept any application for registration, registration renewal, or title transfer that the county assessor-collector may accept.

(b) A full-service deputy may charge and retain an additional motor vehicle registration fee not to exceed $5 for each motor vehicle registration issued.

(c) A county assessor-collector may delegate to a full-service deputy, in the manner selected by the assessor-collector, the authority to use data processing equipment and software provided by the department for use in the titling and registration of motor vehicles. The department may not limit a county assessor-collector's ability to delegate the assessor-collector's functions regarding the titling and registration of motor vehicles to a qualified full-service

deputy in the manner the assessor-collector considers appropriate.

Transferred, redesignated and amended from Transportation Code, Section 502.114 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 228, eff. January 1, 2012.

Sec. 520.009. LIMITED-SERVICE DEPUTIES. (a) A limited-service deputy appointed under Section 520.0091 may only accept registration renewals provided by the department and may not prepare or accept an application for title transfer.

(b) The county assessor-collector may pay a limited-service deputy an amount not to exceed the fee the assessor-collector could collect under Section 520.006(a) for each registration receipt issued. The commissioners court of the county may permit a limited-service deputy to charge and retain an additional fee not to exceed $1 for each registration receipt issued by the deputy.

Transferred, redesignated and amended from Transportation Code, Section 502.113 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 229, eff. January 1, 2012.

Sec. 520.0091. DEPUTY ASSESSOR-COLLECTORS. (a) A county assessor-collector, with the approval of the commissioners court of the county, may deputize an individual or business entity to:

(1) issue motor vehicle registration receipts as a limited-service deputy; or

(2) issue motor vehicle registration receipts and prepare or accept applications for title transfers as a full-service deputy.

(b) An individual or business entity is eligible to be deputized as a limited-service deputy if the person:

(1) is trained to issue registration receipts by the county assessor-collector; and

(2) posts a bond payable to the county assessor-collector:

(A) in an amount determined by the assessor-collector; and

(B) conditioned on the person's proper accounting and remittance of all fees the person collects.

(c) An individual or business entity is eligible to be deputized as a full-service deputy if the person:

(1) meets the requirements of Subsection (b); and

(2) has experience in title transfers.

(d) A person deputized under this section shall keep a separate account of the fees collected and a record of daily receipts.

Transferred and redesignated from Transportation Code, Section 502.112 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 230, eff. January 1, 2012.

Sec. 520.0092. ACTS BY DEPUTY COUNTY ASSESSOR-COLLECTOR. A deputy county assessor-collector, other than a limited service deputy appointed under Section 520.0091, may perform the duties of an assessor-collector under Chapter 501.

Transferred, redesignated and amended from Transportation Code, Section 501.136 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 231, eff. January 1, 2012.

Sec. 520.0093. LEASE OF ADDITIONAL COMPUTER EQUIPMENT. (a) This section applies only to the lease of equipment to a county for the operation of the automated registration and titling system in addition to the equipment provided by the department at no cost to the county under a formula prescribed by the department.

(b) On the request of the tax assessor-collector of a county, the department may enter into an agreement with the commissioners court of that county under which the department leases additional equipment to the county for the use of the tax assessor-collector in operating the automated registration and titling system in that county.

(c) A county may install equipment leased under this section at offices of the county or of an agent of the county.

(d) Equipment leased under this section:

(1) remains the property of the department; and

(2) must be used primarily for the automated registration and titling system.

(e) Under the agreement, the department shall charge an amount not less than the amount of the cost to the department to provide the

additional equipment and any related services under the lease. All money collected under the lease shall be deposited to the credit of the state highway fund.

Redesignated and amended from Transportation Code, Section 520.002 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 232, eff. January 1, 2012.

SUBCHAPTER B. ADMINISTRATIVE PROVISIONS

Sec. 520.015. INFORMATION CONSOLIDATION STUDY. (a) In consultation with the Department of Public Safety, the department shall conduct a study on the consolidation of similar information that is collected separately by each agency. The study should include recommendations that sufficiently protect the privacy of the public and the security and integrity of information provided.

(b) The study must be completed not later than September 1, 2012.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 234, eff. January 1, 2012.

Sec. 520.016. GENERAL PENALTY. (a) A person commits an offense if the person violates this subchapter in a manner for which a specific penalty is not provided.

(b) An offense under this section is a misdemeanor punishable by a fine of not less than $50 and not more than $200.

(c) This section does not apply to a violation of Section 520.006, 520.008, 520.009, 520.0091, or 520.0092.

Transferred, redesignated and amended from Transportation Code, Section 520.036 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 235, eff. January 1, 2012.

SUBCHAPTER E. MOTOR VEHICLE TITLE SERVICES

Sec. 520.051. DEFINITIONS. In this subchapter:

(1) "Motor vehicle" has the meaning assigned by Section 501.002.

(2) "Motor vehicle title service" means any person that

# RIDER

To be attached to and form part of:

| | |
|---|---|
| Bond Number | 09124805 |
| dated | 12/9/2013 |
| issued by the | FIDELITY AND DEPOSIT COMPANY OF MARYLAND |
| in the amount of | $ 5,000.00 |
| on behalf of (Principal) | PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA |
| and in favor of (Obligee) | HIDALGO COUNTY TAX ASSESSOR - COLLECTOR |

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The PRINCIPAL NAME shall be amended:**

**FROM: PAG McAllen T1, LLC, Frank Smith Toyota**

**TO: PAG McAllen T1, LLC dba Toyota of Pharr**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 2nd day of January, 2015.

Signed, Sealed & Dated this 23rd day of December, 2014.

PAG MCALLEN T1, LLC, DBA TOYOTA OF PHARR

By: _____
(Principal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____
Judith A. Lucky-Eftimov, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of September, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: _____
*Assistant Secretary*
*Michael McKibben*

_____
*Vice President*
*Thomas O. McClellan*

**State** of Maryland
City of Baltimore

On this 5th day of September, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 036-0055

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of December, 2014.




Michael Bond, Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 23rd day of December, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

**Bond** 09124805

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA as Principal, of 1625 W. Expressway 83 (Street and Number), Pharr (City) TX (State) and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a MD corporation, as Surety, are held and bound unto HIDALGO COUNTY TAX ASSESSOR - COLLECTOR PO Box 178, 2802 S. Bus. Hwy 281 Edinburg, TX 78540-0178, as Obligee, in the sum of Five Thousand and 00/100 Dollars ($ 5,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of January 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Distributor of Motor Vehicle License Renewal Stickers by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☐ Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety

   OR
   - ☒ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than 30 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By _____
Judith A. Lucky-Eftimov Attorney-in-Fact

S-1235/GEEF 2/98

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

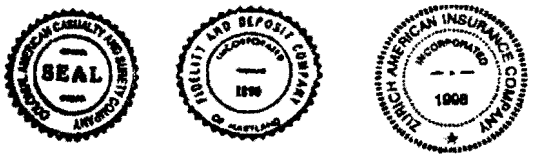
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Karen L. DANIEL, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of December, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**




By: Gerald F. Haley

*Assistant Secretary*
*Gerald F. Haley*

Thomas O. McClellan

*Vice President*
*Thomas O. McClellan*

**State of** Maryland
City of Baltimore

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of January, 2014.




James M. Carroll, Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 10th day of January, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Sandra M Winsted

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and PAG McAllen H1, LLC (dba Hyundai of Pharr), hereafter referred to as "DISTRIBUTOR."

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for new vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County and the Distributor agree to enter into an agreement to provide point of sale supplies to the Distributor, needed for issuance of license plates and registration stickers to the public. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said

officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of

Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued, a final report within twenty four (24) hours after the termination date, and funds owed to the County under this Agreement.

16. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after mailing) Distributor shall have twenty four (24) hours to return to the County all supplies, payment for stickers issued, and final reports, as set forth in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY:
PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR:
PAG McAllen H1, LLC
(DBA HYUNDAI OF PHARR)
GDN# P123292
1625 W. EXPRESSWAY 83
PHARR, TX 78577

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement is in replacement of the Agreement between the parties dated February 18, 2014 and such previous Agreement is terminated effective as of the date of execution of this Agreement.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2015.

BY:_____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

PAG McAllen H1, LLC
(DBA HYUNDAI OF PHARR)
GDN# P123292
1625 W. EXPRESSWAY 83
PHARR, TX 78577

BY:_____

PRINTED NAME: George Rays: K

TITLE: Secretary + Treasurer / CFO

orig

# RIDER

To be attached to and form part of:

| | |
|---|---|
| Bond Number | 09124806 |
| dated | 12/9/2013 |
| issued by the | FIDELITY AND DEPOSIT COMPANY OF MARYLAND |
| in the amount of | $ 5,000.00 |
| on behalf of (Principal) | PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI |
| and in favor of (Obligee) | HIDALGO COUNTY TAX ASSESSOR - COLLECTOR |

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The PRINCIPAL NAME shall be amended:**

**FROM: PAG McAllen H1, LLC, Frank Smith Hyundai**

**TO: PAG McAllen H1, LLC dba Hyundai of Pharr**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 2nd day of January, 2015.

Signed, Sealed & Dated this 23rd day of December, 2014.

PAG MCALLEN H1, LLC DBA HYUNDAI OF PHARR

By: _____
(Principal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____
Judith A. Lucky-Eftimov, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of September, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**




By: _____
*Assistant Secretary*
*Michael McKibben*

_____
*Vice President*
*Thomas O. McClellan*

**State of** Maryland
City of Baltimore

On this 5th day of September, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 036-0055

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of December, 2014.

Michael Bond, Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 23rd day of December, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

**Bond** 09124806

# LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI as Principal, of 1625 W. Expressway 83 (Street and Number), Pharr (City) TX (State) and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a MD corporation, as Surety, are held and bound unto HIDALGO COUNTY TAX ASSESSOR - COLLECTOR PO Box 178, 2802 S. Bus. Hwy 281 Edinburg, TX 78540-0178, as Obligee, in the sum of Five Thousand and 00/100 Dollars ($ 5,000.00 ) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of January 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Distributor of Motor Vehicle License Renewal Stickers by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☐ Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety

   OR
   - ☒ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than 30 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Judith A. Lucky-Eftimov Attorney-in-Fact

S-1235/GEEF 2/98

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Karen L. DANIEL, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of December, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Gerald F Haley

*Assistant Secretary*
*Gerald F. Haley*

T. O. McClellan

*Vice President*
*Thomas O. McClellan*

**State of** Maryland
City of Baltimore

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of January, 2014.




James M. Carroll, Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 10th day of January, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

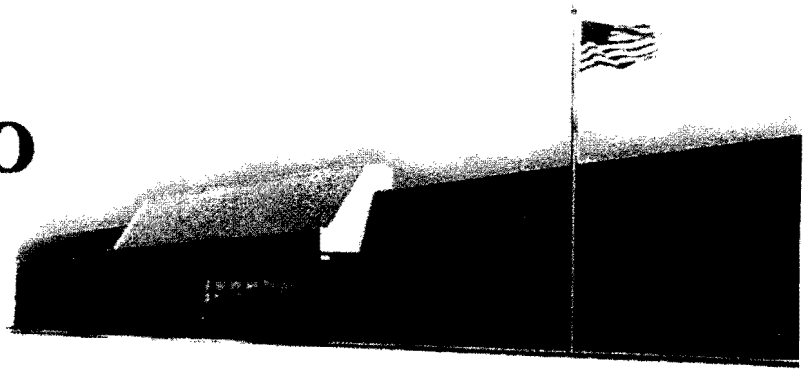
Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

*Office of Tax Assessor - Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



**Auto License**
2804 S. Bus. Hwy 281

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2158 • Fax (956) 318-2191

March 03, 2015

Sergio Cruz
Hidalgo County Budget Officer
2818 S. Bus. Hwy 281
Edinburg, TX 78539

Dear Mr. Cruz,

As a result of the new WebDealer program, there has been a change in the procedures that a dealership uses to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle registration stickers and license plates. There is no longer a need for dealers to lease point-of-sale sticker printing equipment and supplies from the county or additional equipment from the Texas Department of Motor Vehicles as the WebDealer program is web-based and paperless; the cost of the equipment will now be the responsibility of the dealership.

Our contracted dealer Frank Smith Toyota and Frank Smith Hyundai owned by Penske Automotive Group (PAG) have changed their DBA. PAG will now be doing business as Toyota of Pharr and Hyundai of Pharr. Penske Automotive Group desires to continue to act as a license agent under the new WebDealer program. They have guaranteed faithful performance of duties by posting a surety bond in the amount of $5,000 per dealership.

Our offices, with the help of county attorney Steve Crain, updated changes in the contract, and have received his legal approval to proceed.

We would like this item placed on commissioners' court for consideration and approval.

Caption:

Presentation for discussion, consideration, acceptance and approval of a New Car Dealer Agreement between Hidalgo County and Penske Automotive Group (PAG McAllen T1, LLC DBA Toyota of Pharr and PAG McAllen H1, LLC DBA Hyundai of Pharr). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Penske Automotive Group agrees to comply with the requirements of the WebDealer System of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

Sincerely,

Pablo (Paul) Villarreal Jr. RTA
Hidalgo County Tax Assessor Collector

PV/sc/gp/jr

Cc: Valde Guerra, Hidalgo County Executive Officer of Commissioners Court
Cc: Ray Eufracio, Hidalgo County Auditor
Cc: Eva Mireles, Tax Office Chief of Operations
Cc: Steve Crain, Hidalgo County Executive Commission Attorney
Cc: Santos Castilleja III, Motor Vehicle Manager

## Santos Castilleja

**From:** Steve Crain [scrain@atlashall.com]
**Sent:** Wednesday, February 11, 2015 4:56 PM
**To:** Santos Castilleja
**Subject:** RE: WebDealer Penske Automotive Contract

Looks good.

**From:** Santos Castilleja [mailto:santos.castilleja@hidalgocountytax.org]
**Sent:** Wednesday, February 11, 2015 2:59 PM
**To:** Stephen L. Crain
**Subject:** WebDealer Penske Automotive Contract

Hello again Mr. Crain,

We have made the recommended changes emailed to us today.

Please review the final revision attached so that I may present the contract to Penske Automotive Representatives for signature. Of course, I will need legal approval in order to list this item to Commissioner's Court Agenda.

Thanks again,


**Santos Castilleja III**
Motor Vehicle Manager

Tax Assessor & Collector
Auto License Department

Hidalgo County Tax Office
Department of Auto License & Registration
PO Box 2099, 2804 S. Bus. Hwy. 281
Edinburg, TX 78540-2099
Tel: (956) 289-7458
Fax: (956) 318-2191
santos.castilleja@hidalgocountytax.org

**AI -48853** **Health & Human Services Dept.** **13. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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**Information**

**CAPTION**

Requesting approval to submit grant application to renew the Infectious Disease Control Unit program in the amount of $73,450.00 for the period of 09/01/2015 through 08/31/2016

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1293-441-00-340-060-6-XXX

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

**BUDGETARY IMPACT:**

No local match required.

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**Attachments**

Award email

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/11/2015 11:47 AM |
| Manuel Chapa | Manuel Chapa | 03/12/2015 08:51 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Mike Escaname | | Started On: 03/11/2015 10:57 AM |
| Final Approval Date: 03/13/2015 | | |

## Mike Escaname

**From:** Clark,Sandy (DSHS) <Sandy.Clark@dshs.state.tx.us>
**Sent:** Wednesday, March 11, 2015 10:37 AM
**To:** 'eddie.olivarez@hchd.org'; Mike Escaname (miguel.escaname@hchd.org)
**Cc:** Bastis,David (DSHS)
**Subject:** IDCU/FDBN INV Contractor Renewal Packet for FY2016 - Hidalgo County
**Attachments:** Contractor Information Form.doc; DSHSCostsOnlyBudgetTemplate052011.xls; DSHSCostsOnlyBudgetInstructions052011.xls

Hidalgo County,

The Department of State Health Services is initiating the contract renewal application process for the Emerging and Acute Infectious Diseases Branch contracts for the IDCU/FDBN INV foodborne illness program. The beginning date for this contract will be September 1, 2015 and extend through August 31, 2016.

The award for this foodborne project is $73,450. This amount has been approved by the Program Section Director and this anticipated level is dependent upon legislative appropriations.

Attached is the budget template and another file which includes instructions on how to complete the budget. Please complete a 12-month Budget to reflect this DSHS award amount. The allowable expenses on this contract will include personnel, fringe, travel, and supplies.

I have also included a contractor information form for you to fill out and return to me. It is not necessary that the form is signed at the bottom, but please list the authorized representative.

Please return your completed forms to me by the COB April 1, 2015 or sooner if possible.

If you have questions or need additional information, please feel free to contact me. We look forward to working with you again in Fiscal Year 2016.

Thanks,

Sandy Clark, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
Division for Disease Control and Prevention Services
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Phone: 512-776-2264
Fax: 512-458-7391
Email: sandy.clark@dshs.state.tx.us

**AI -48854** **Health & Human Services Dept.** **13. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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## Information

**CAPTION**

Requesting approval to accept the Health Promotions & Chronic Disease Prevention grant contract amendment #2015-047239-001A. The purpose of this Amendment is to change the Statement of Work to read contractor will submit monthly reports as directed by DSHS. This Amendment is effective 03/17/2015.

**BACKGROUND**

10/14/2014 - AI-46814 - Acceptance of original grant contract.

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## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1293-441-00-340-061-5-XXX

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

**BUDGETARY IMPACT:**

No budgetary impact. No change in amount of award.

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## Attachments

Email

Amendment

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/11/2015 11:49 AM |
| Manuel Chapa | Manuel Chapa | 03/12/2015 09:45 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Mike Escaname | | Started On: 03/11/2015 11:06 AM |
| Final Approval Date: 03/13/2015 | | |

## Mike Escaname

**From:** Cortinas,Jeanette (HHSC) <Jeanette.Cortinas@hhsc.state.tx.us>
**Sent:** Wednesday, March 11, 2015 10:40 AM
**To:** EDDIE.OLIVAREZ@HCHD.ORG
**Cc:** mike.escaname@hchd.org; cynthia.paslak@auditor.co.hidalgo.tx.us; Zurovec,Sharon (DSHS)
**Subject:** Hidalgo County Health Department 2015-047239-001A
**Attachments:** HIDALGO COUNTY HEALTH DEPARTMENT 2015-047239-001A.pdf

Dear Contractor:

Attached is your Department of State Health Services (DSHS) contract amendment. **Please sign and return two (2) copies to this unit as soon as possible.** Your amendments will be signed by DSHS and returned to your agency. Changes made to any portion of the documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 45 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

**PLEASE NOTE: Return both copies of the contract amendments in their entirety to the address below. Amendments returned to any other address may result in contract delays.**

**Mailing Address for Regular and Overnight Mail:**

Attn: Jeanette Cortinas
Health and Human Services Commission
Procurement and Contracting Services
MC 2020
4405 N. Lamar Blvd.
Austin, TX 78756

Jeanette Cortinas
Contract Specialist
Procurement and Contracting Services (PCS)
Health and Human Services Commission
Moreton Building
1100 West 49th Street
Austin, TX 78756
Jeanette.Cortinas@hhsc.state.tx.us
(512) 776-2319 wk
(512) 776-4225 fax

**DEPARTMENT OF STATE HEALTH SERVICES**

Amendment
To

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The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2015-047239 (Contract) in accordance with this Amendment No. 001A: Health Promotions & Chronic Disease Prevention - Texas Healthy Communities, effective 10/01/2014.

The purpose of this Amendment is to change the Statement of Work (SOW) to read contractor will submit monthly reports as directed by DSHS.

This Amendment has a retroactive effective date because: monthly required conference calls have been conducted which serve as reporting updates, therefore, written reports will be required by DSHS on an as needed basis.

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2015-047239 as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

**Therefore, DSHS and Contractor agree as follows:**

SECTION II. PERFORMANCE MEASURES: Is revised as follows:

6. Participate in twelve (12) monthly feedback calls (monthly project status reports) with DSHS Program to be conducted on or before the following dates: October 31st, November 28th, December 31st, January 30th, February 27th, March 31st, April 30th, May 29th, June 30th, July 31st, August 31st, and **September 30th. Contractor will** submit monthly **reports as directed by DSHS.**

**Department of State Health Services**

_____
Signature of Authorized Official

Date: _____

Janna Zumbrun, M.S.S.W.

Assistant Commissioner for Disease Control and Prevention Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.776.7111

Janna.Zumbrun@dshs.state.tx.us

**Contractor**

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

**AI -48664** **Health & Human Services Dept.** **13. C.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

**CAPTION**

Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of the Sliding Fee Schedules effective March 17, 2015. The Sliding Fee Schedules have been revised based on the Federal Poverty Level.

**BACKGROUND**

04/02/14 - AI-43788 - Approval of Sliding Fee Schedule for 2014.

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

No budgetary impact to implement revised schedule.

## Attachments

Notice
Eligibility Inst
Chp 121
Immunizations Schedule
Title V Schedule

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/26/2015 10:17 AM |
| Manuel Chapa | Manuel Chapa | 02/26/2015 04:06 PM |
| Auditor's Office | Debbie Tamez | 03/04/2015 11:47 AM |
| Manuel Chapa | Manuel Chapa | 03/04/2015 03:49 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Mike Escaname Started On: 02/26/2015 07:57 AM
Final Approval Date: 03/13/2015

From: "Lydia Serna" <lydia.serna@hchd.org>
To: "'Connie Sanchez'" <connie.sanchez@hchd.org>, "Maveli Martinez" <maveli.martinez@mail.hchd.org>
Cc: "Mike Escaname" <miguel.escaname@mail.hchd.org>
Subject: FW: Updated 2015 Federal Poverty Level (FPL)
Date: 2/20/2015 10:51:46 AM

FYI

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**From:** Nicholas,Chris (DSHS) [mailto:Chris.Nicholas@dshs.state.tx.us] **On Behalf Of** DSHS CHSS
**Sent:** Thursday, February 19, 2015 4:40 PM
**To:** DSHS CHSS
**Subject:** Updated 2015 Federal Poverty Level (FPL)

***Sent on behalf of the Community Health Services Section and the Office of Title V***

DSHS Primary Health Care (PHC), Expanded Primary Health Care (EPHC), Family Planning (FP), Breast and Cervical Cancer (BCCS), and Title V Maternal and Child Health (T-V MCH) Fee-for-Service Contractors:

We have updated the 2015 Federal Poverty Level (FPL) table on the DSHS Family and Community Health Services (FCHS) Division HOUSEHOLD Eligibility Worksheet (Form EF05-13227) for the DSHS PHC, EPHC, FP, BCCS, T-V MCH programs, with an effective date of **March 1, 2015**. The form is posted at: http://www.dshs.state.tx.us/chscontracts/all_forms.shtm#Revised. The PHC, EPHC, and FP Programs have each added updated sliding fee scales to their respective policy manuals.

Thank you,

Community Health Services Section Programs and the Office of Title V
Texas Department of State Health Services

# DSHS Family & Community Health Services Division
# HOUSEHOLD Eligibility Worksheet Instructions

## PART I - APPLICANT INFORMATION

Fill in the boxes with the applicant's information. Check the appropriate boxes.

*Other benefits or health care coverage*: Document other benefits received/denied. (An applicant or family member eligible for Medicare Part A/B must be referred to the Medicare Prescription Drug Plan (Part D) for prescription drug benefits.)

*Special circumstances*: Document any special circumstances.

## PART II – HOUSEHOLD INFORMATION

Fill in the boxes with members of the household.

This number will include a person living alone or two or more persons living together where legal responsibility for support exists.

Legal responsibility for support exists between: persons who are legally married (including common-law marriage), a legal parent and a minor child (including unborn children), or a legal guardian and a minor child.

(Title V contractors may add whether household members are US citizens, eligible immigrants, or non-US citizens.)

**Program Eligibility by 2015 Federal Poverty Level (FPL)**

*Effective March 1, 2015*

| Family Size | Title V - MCH | PHC EPHC BCCS | FP |
|---|---|---|---|
| | 185% FPL | 200% FPL | 250% FPL |
| 1 | $1,815 | $1,962 | $2,452 |
| 2 | 2,456 | 2,655 | 3,319 |
| 3 | 3,097 | 3,348 | 4,185 |
| 4 | 3,739 | 4,042 | 5,052 |
| 5 | 4,380 | 4,735 | 5,919 |
| 6 | 5,021 | 5,428 | 6,785 |
| 7 | 5,663 | 6,122 | 7,652 |
| 8 | 6,304 | 6,815 | 8,519 |
| 9 | 6,945 | 7,508 | 9,385 |
| 10 | 7,587 | 8,202 | 10,252 |
| 11 | 8,228 | 8,895 | 11,119 |
| 12 | 8,869 | 9,588 | 11,985 |
| 13 | 9,511 | 10,282 | 12,852 |
| 14 | 10,152 | 10,975 | 13,719 |
| 15 | 10,793 | 11,668 | 14,585 |

## PART III - INCOME INFORMATION

Income may be either earned or unearned. If actual or projected income is not received monthly, convert it to a monthly amount using one of the following methods:

- weekly income is multiplied by 4.33;
- income received every two weeks is multiplied by 2.17;
- income received twice a month is multiplied by 2.

Fill in the *Income Type* table with name(s) of household member(s) and income amounts.

Calculate the *Total countable income*.

Calculate the *Deductions*:

- child support payments;
- dependent childcare;
  - up to $200 per child per month for children under age 2;
  - up to $175 per child per month for children age 2 and older;
- adults with disabilities;
  - up to $175 per adult per month.

Total the *Net countable income*.

Calculate the household FPL using the applicable DSHS program policy and fill in the *Household FPL* box.

Use the *Documentation of income* box for notes (if applicable).

## PART IV – PROGRAM ELIGIBILITY

Determine program eligibility for each household member using the corresponding numbers from the household information section.

Document applicable copayments and fees by program in the *Co-Pay/Fees* box.

Fill in the *Name of Agency*, sign, and date.

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more and

a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities, public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0067. EVALUATION AND REPORT OF DELIVERY OF ESSENTIAL PUBLIC HEALTH SERVICES. (a) The department, in cooperation with municipalities, counties, public health districts, and other political subdivisions that receive grants under Section 121.0065, and the consortium established under Subchapter F, shall evaluate:

(1) the effectiveness, accessibility, and quality of essential public health services provided under the grant program established by Section 121.0065 and under Section 121.0066; and

(2) the adequacy of funding for those services.

(b) Not later than January 1 of each odd-numbered year, the department shall file with the governor and the presiding officer of each house of the legislature a report detailing the results of the evaluation conducted under Subsection (a). The report must include recommendations relating to:

(1) legislation to improve the effectiveness, accessibility, and quality of essential public health services; and

(2) appropriate funding for those services.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the

chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

## SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional

standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

## SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

## SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

**Hidalgo County Health and Human Services Department**
**Income Guidelines & Schedule of Charges - Sliding Fee Schedule**
**IMMUNIZATIONS**
(Monthly Income)

| Family Size | 0 - 132 % | 133 - 185 % | 186 - 200 % | 201 % & Over |
|---|---|---|---|---|
| 1 | $0.00 - $1,295.00 | $1,296.00 - $1,815.00 | $1,816.00 - $1,962.00 | $1,963.00 |
| 2 | $0.00 - $1,752.00 | $1,753.00 - $2,456.00 | $2,457.00 - $2,655.00 | $2,656.00 |
| 3 | $0.00 - $2,210.00 | $2,211.00 - $3,097.00 | $3,098.00 - $3,348.00 | $3,349.00 |
| 4 | $0.00 - $2,668.00 | $2,669.00 - $3,739.00 | $3,740.00 - $4,042.00 | $4,043.00 |
| 5 | $0.00 - $3,125.00 | $3,126.00 - $4,380.00 | $4,381.00 - $4,735.00 | $4,736.00 |
| 6 | $0.00 - $3,583.00 | $3,584.00 - $5,021.00 | $5,022.00 - $5,428.00 | $5,429.00 |
| 7 | $0.00 - $4,040.00 | $4,041.00 - $5,663.00 | $5,664.00 - $6,122.00 | $6,123.00 |
| 8 | $0.00 - $4,498.00 | $4,499.00 - $6,304.00 | $6,305.00 - $6,815.00 | $6,816.00 |
| **FEE PER VACCINE** | **$5.00** | **$5.00** | **$10.00** | **$20.00 Max Charge** |

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

**ADULT IMMUNIZATION EXPANSION PROGRAM $20.00 PER VACCINE**

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

*Revised 03/01/2015*

**Hidalgo County Health and Human Services Department**
**Income Guidelines & Schedule of Charges - Sliding Fee Schedule**
**TITLE V & NON-TITLE V CLIENTS INCLUDING TUBERCULOSIS CLIENTS**

| | TITLE V ELIGIBLE CLIENTS | | NON - TITLE V CLIENTS | |
|---|---|---|---|---|
| **Family Size** | **0 - 132 %** | **133 - 185 %** | **186 - 200 %** | **201 % & Over** |
| 1 | $0.00 - $1,295.00 | $1,296.00 - $1,815.00 | $1,816.00 - $1,962.00 | $1,963.00 |
| 2 | $0.00 - $1,752.00 | $1,753.00 - $2,456.00 | $2,457.00 - $2,655.00 | $2,656.00 |
| 3 | $0.00 - $2,210.00 | $2,211.00 - $3,097.00 | $3,098.00 - $3,348.00 | $3,349.00 |
| 4 | $0.00 - $2,668.00 | $2,669.00 - $3,739.00 | $3,740.00 - $4,042.00 | $4,043.00 |
| 5 | $0.00 - $3,125.00 | $3,126.00 - $4,380.00 | $4,381.00 - $4,735.00 | $4,736.00 |
| 6 | $0.00 - $3,583.00 | $3,584.00 - $5,021.00 | $5,022.00 - $5,428.00 | $5,429.00 |
| 7 | $0.00 - $4,040.00 | $4,041.00 - $5,663.00 | $5,664.00 - $6,122.00 | $6,123.00 |
| 8 | $0.00 - $4,498.00 | $4,499.00 - $6,304.00 | $6,305.00 - $6,815.00 | $6,816.00 |
| **CHARGE** | **NO CO-PAY** | **25%** | **30%** | **FULL PAY** |
| | | | | |
| **TB CLIENTS** | **NO CO-PAY** | **25%** | **25%** | **25%** |

Copay will be assessed based on (but not to exceed) allowed percentage of the total visit charge.

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

**TUBERCULOSIS** COPAY assessment:

TB clients 0 - 132%, No Copay; TB clients at 133% & over, Copay is 25% of the total visit charge.

* NO COPAY FOR CONTACT INVESTIGATIONS, PPD'S OR DOT'S
* NO COPAY ON INITIAL NURSE ONLY
* COPAY WILL BE ASSESSED ON PHYSICIANS E/M VISITS
* COPAY WILL BE ASSESSED ONCE A MONTH ONLY (MONTHLY TOXICITY)

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

*Revised 03/01/2015*

**AI -48616** **Health & Human Services Dept.** **13. D.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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## Information

**CAPTION**

Requesting approval of the Data Use Agreement between The Texas Health and Human Services Enterprise and Hidalgo County Health Department. The purpose of this Agreement is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information and describe rights and obligations with respect to the Confidential Information and the limited purpose for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information.

**BACKGROUND**

The contract numbers listed in the first paragraph are associated with following current grant contracts that have been accepted and approved by Commissioner's Court for fiscal year 2015:
2015-000022-00 Immunization / Locals AI-45849 08/25/14
2015-001400-00 TB/PC State AI-45836 08/25/14
2015-001417-00 TB/PC Federal AI-45850 08/25/14
2015-047381-001 NSS / WIC AI-47289 11/10/14

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## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

No budgetary impact to process this Agreement.

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## Attachments

AGREEMENT
legal

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/24/2015 01:09 PM |
| Manuel Chapa | Manuel Chapa | 03/10/2015 10:28 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Mike Escaname Started On: 02/23/2015 02:34 PM

Final Approval Date: 03/13/2015

**DATA USE AGREEMENT**
**BETWEEN THE**
**TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE**
**AND**
**_____ ("CONTRACTOR")**

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency _____("HHS") and_____ ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the "Base Contract").

## ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. ***45 CFR 164.508(2)(ii)(A)*** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

## ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

**"Authorized Purpose"** means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

**"Authorized User"** means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**"Confidential Information"** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**"Legally Authorized Representative"** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

## ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

### Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR.504(e)(2)(i)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(a),(c)(e) and (f)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses***. 45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security inquiry provided to CONTRACTOR with this DUA to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security inquiry will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.514(d)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(E)(1)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

## ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

### Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414*

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02** ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03** ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## ARTICLE 6. GENERAL PROVISIONS

### Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

**Section 6.05** ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

**Section 6.06** ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

**Section 6.07** ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

**Section 6.08** ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurancewith policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09** ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10** ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11** ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

## ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

**IN WITNESS HEREOF,** HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

| **TEXAS HEALTH AND HUMAN SERVICES** | **CONTRACTOR** |
|---|---|
| **BY:** _____ | **BY:** _____ |
| **NAME:** | **NAME:** |
| **TITLE:** _____ | **TITLE:** _____ |
| **DATE:** _____, 201__. | **DATE:** _____, 201__. |

## ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

**HHS CONTRACT NUMBER _____**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with_____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

| **CONTRACTOR** | | **SUBCONTRACTOR** | |
|---|---|---|---|
| **BY:** | _____ | **BY:** | _____ |
| **NAME:** | _____ | **NAME:** | _____ |
| **TITLE:** | _____ | **TITLE:** | _____ |
| **DATE** | _____, **201 . __** | **DATE:** | _____ |

## Mike Escaname

**From:** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
**Sent:** Monday, March 16, 2015 8:16 AM
**To:** 'Mike Escaname'
**Cc:** victor.garza@da.co.hidalgo.tx.us; 'Roy Quintanilha'; norma.longoria@wic.co.hidalgo.tx.us; eddie.olivarez@hchd.org
**Subject:** RE: Request for Review - Governmental Entity Data Use Agreement 03132015

Great news. Looks good.

**Josephine Ramirez Solis**
*Assistant Criminal District Attorney*
Chief - Civil Division
**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:** Mike Escaname [mailto:mike.escaname@hchd.org]
**Sent:** Friday, March 13, 2015 4:43 PM
**To:** 'Josephine L. Ramirez'
**Cc:** victor.garza@da.co.hidalgo.tx.us; 'Roy Quintanilha'; norma.longoria@wic.co.hidalgo.tx.us; eddie.olivarez@hchd.org
**Subject:** Request for Review - Governmental Entity Data Use Agreement 03132015

Hello Josephine:

Attached is a REVISED Data Use Agreement. The State has made revisions to the wording regarding indemnification & insurance.

This version has been attached to our agenda item 48616 for Tuesday.

We'd appreciate if you can review and advise Commissioner's Court accordingly, on Tuesday.

Thanks,

*Mike Escaname*
Budget Manager
Hidalgo County Health & Human Services Dept.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

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**From:** Haynes-Buchanan,Carol (DSHS)
**Sent:** Friday, March 13, 2015 12:36 PM
**To:** (DSHS); Allen,Cecilia A (DSHS)
**Subject:** Governmental Entity Data Use Agreement 03132015
**Importance:** High

All,

Just released today for **GOVERNMENTAL ENTITIES ONLY**, is a Data Use Agreement that has modified insurance and indemnification clauses. If you have distributed a version of the DUA to a governmental entity that has objected to the two (2) referenced clauses, please forward the attached version to their attention. If the organization has other noted revisions regarding the DUA document, this will have to be escalated through our established process (sending an email to COS).

If you have any additional questions, please let me know.

Thanks so much!

Have a good, DUA Free Weekend!

*Carol Haynes – Buchanan, MAHS, CTCM, PMP*
Texas Department of State Health Services
Contract Oversight and Support
Manager, Contract Administration
512-776-3512 (telephone)

**AI -48614** **Health & Human Services Dept.** **13. E.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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## Information

**CAPTION**

1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $81,512.85. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of $81,512.85.

**BACKGROUND**

MAC reimbursement is from quarter July through September 2014.

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## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1293-441-00-340-059-0-XXX

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

**BUDGETARY IMPACT:**

No local match

Appropriation in the amount of $81,512.85

Revenue account: 5-1293-331-12-340-059-0-000 MAC – Revenue

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## Attachments

Budget Appropriation
Payment Info

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/24/2015 08:36 AM |
| Manuel Chapa | Manuel Chapa | 02/26/2015 10:10 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Mike Escaname | | Started On: 02/23/2015 02:15 PM |
| Final Approval Date: 03/13/2015 | | |

**DATE: March 17, 2015**

**DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer**

**DEPARTMENT NAME: Hidalgo County Health & Human Services Department**

**ACCOUNT NUMBER: 5-1293-441-00-340-059-0-XXX Medicaid Administrative Claiming**

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE OBJECT NUMBER(S) | ACCOUNT (OBJECT) NAME | AMOUNT - |
|---|---|---|
| **Travel** | | |
| | | |
| **Equipment** | | |
| 5-1293-441-00-340-059-0-751 | MAC - Machinery & Equipment | $ 25,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| **Supplies** | | |
| 5-1293-441-00-340-059-0-610 | MAC - General Supplies | $ 50,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **Other** | | |
| 5-1293-441-00-340-059-0-339 | MAC - Other Professional Services | $ 6,512.85 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL APPROPRIATION** | $ 81,512.85 |
| | | |
| 5-1293-331-12-340-059-0-000 | MAC - Revenue | $ 81,512.85 |
| | | |
| | | |
| | | |
| | **TOTAL APPROPRIATION** | $ 81,512.85 |

REASON: To appropriate Medicaid Administrative Claiming funds (Quarter July through Sept 2014)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S ( DATE ATTEST CO. CLERK

# Payment Information

## Tips:

- * Both the **Invoice Number** and **Invoice Description** fields display information provided by the paying agency. Contact the paying agency for additional information if needed.
  Paying Agency Contact List

| Texas Identification Number | Mail Code | Payment Number | Payment Type | Paying Agency | Total |
|---|---|---|---|---|---|
| 17460007176 | 060 | 2869925 | DD | 529 | 81512.85 |

| Document Number | Invoice Number | Invoice Description | Invoice Amount | Interest Amount |
|---|---|---|---|---|
| 9SA07427 | PC1274C VOUCHERID:11889 | MEDICAID ADMINISTRATIVE CLAIMS (MAC) JULY - SEPTEMBER 2014 | -44.55 | 0.00 |
| 9SA07427 | PC1274C VOUCHERID:11889 | MEDICAID ADMINISTRATIVE CLAIMS (MAC) JULY - SEPTEMBER 2014 | 891.00 | 0.00 |
| 9SA07427 | PC1274C VOUCHERID:11889 | MEDICAID ADMINISTRATIVE CLAIMS (MAC) JULY - SEPTEMBER 2014 | -4,245.60 | 0.00 |
| 9SA07427 | PC1274C VOUCHERID:11889 | MEDICAID ADMINISTRATIVE CLAIMS (MAC) JULY - SEPTEMBER 2014 | 84,912.00 | 0.00 |

02-17-2015

5-1293-126-20-000-013-0-000

JE146664 REC 7-9/14 MAC BILLG

CINDY PASLAK 02/17/2015

**AI -48773** **Health & Human Services Dept.** **13. F.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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## Information

**CAPTION**

CPS / HAZARDS (1293)
Requesting approval to notify the Texas Department of State Health Services to end the CPS/HAZARDS grant contract #2015-001134-01 on 06/30/2015. The purpose is to initiate debundling of state contracts to commence new grant contract with federal program fiscal year of 07/01/2015.

**BACKGROUND**

08/25/14 - AI-45856 - Acceptance of original CPS/HAZARDS FY 15 grant contract.
02/17/15 - AI-48380 - Acceptance of Amendment on CPS/HAZARDS FY 15 grant contract.

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## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1293-441-00-340-013-5-XXX

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

**BUDGETARY IMPACT:**

No fiscal impact to debundle grant contract.

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## Attachments

Grant Contract

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/06/2015 10:06 AM |
| Manuel Chapa | Manuel Chapa | 03/10/2015 10:28 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Mike Escaname | | Started On: 03/06/2015 09:34 AM |
| Final Approval Date: 03/13/2015 | | |

# DEPARTMENT OF STATE HEALTH SERVICES
# CONTRACT 2015-001134-01

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

**1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

**2. Total Amount:** The total amount of this Contract is $567,198.00.

**3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

**4. Term of the Contract:** This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

**5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

**6. Program Name:** CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

**7. Statement of Work:**

STATEMENT OF WORK:

A. Contractor will perform activities in support of the PHEP Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT14) from the Centers for Disease Control and Prevention (CDC). CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness and:

1. Identify the appropriate jurisdictional partners to address the emergency preparedness, response and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults;
2. Describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans;
3. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

B. Contractor will address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT) and the Capabilities Planning Guide (CPG) to assess the current capabilities and gaps.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. Capability 3 – Emergency Operations Center Coordination is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. Capability 5 – Fatality Management is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government

and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to meet as the incident evolves.

8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:  isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency’s response to incidents of public health significance.

C. A written amendment increasing the amount of this Contract will be required to be executed by the Parties before the total amount of this Contract can be increased.

D. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. Texas Government Code § 421.062 provides that since this Contract is for a homeland security service that neither party is responsible for any civil liability that may arise from this Contract.

G. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:
http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
4. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm;
6. DSHS Exercise Guide:
http://www.dshs.state.tx.us/commprep/exercises.aspx; and
7. Preparedness Program Guidance(s) as provided by DSHS and CDC.

H. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

I. The Contractor is required to provide matching funds for this Program Attachment not less than ten-percent of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources must be included in the Contractor's Contract budget and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

J. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreements and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

K. Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment within thirty days of receipt of an amended standard(s) or guideline(s). And after receipt of this notice, DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

L. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

M. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

N. The Contractor will:
1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance;
2. Submit the Capabilities Planning Guide assessment due to DSHS within an established timeframe designated by DSHS;
3. Submit Strategic Map due to DSHS within an established timeframe designated by DSHS;
4. Submit Performance Measures to DSHS within an established timeframe designated by DSHS;
5. Update the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT) within an established timeframe designated by DSHS pending release of the tool;
6. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS;
7. Submit documentation of all required NIMS training to DSHS within an established timeframe designated by DSHS;
8. Submit a current Multi-Year Training & Exercise Plan that covers FY15 through FY20 to DSHS by September 2, 2014, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance;
9. Complete and submit the Operational Readiness Review (ORR) to SharePoint two-weeks prior to review in a report in a format specified by DSHS;
10. Perform and submit metrics on three Strategic National Stockpile (SNS) operation drills and submit After Action Report/Improvement Plan 60 days after completion of the drill. Drills should be conducted to allow for After Action Reports with accompanying data collection metric sheets to be submitted no later than April 1, 2015;
11. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by April 1, 2015;
12. Complete the Joint Training Report due to DSHS within an established timeframe designated by DSHS pending release of the report template from CDC;
13. Submit the Mid-Year Report within an established timeframe designated by DSHS pending release of the template;
14. Complete an end-of-year performance report in a format specified by DSHS no later than August 14, 2015;
15. Conduct or participate in, at least, one Preparedness Exercise in accordance to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and

Objectives meeting in accordance with timeframes established in DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within 60 days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan. These exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities, but not associated with SNS;
16. Designate a member of the PHEP program to attend, in person, the PHEP first quarterly meeting of the contract term and either in person or via webinar for the subsequent meetings. If the designee is unable to attend the first meeting in person, the Contractor must petition DSHS in writing requesting an exemption and proposal for attending a subsequent quarterly meeting;
17. Designate a member of the Contractor's financial team to participate in the fiscal portion of each of the four quarterly meetings in person or via webinar;
18. Report as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c); and
19. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released no later than September 30, 2014. If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

O. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

P. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

Q. Contractor will cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

R. Contractor will coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

S. For Volunteer Management (Capability 15), if Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.

T. If using volunteers as provided in Section S above during FY15, the Contractor will be required to take DSHS training on the TDVR system. Within 60 days of this training, Contractors must either:

1. Request access to the TDVR from DSHS Medical Reserve Corp (MRC) and Emergency System to

State ESAR-VHP System Administrator; and enter all volunteer data into the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or

2. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.

PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in the Section I and demonstrated adherence to PHEP reporting deadlines; and demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these deliverables may result in withholding a portion of any subsequent PHEP base awards.

B. DSHS will send a schedule for the reporting these Performance Measures within 30 days of the contract start date, which is subject to change as DSHS and CDC modify performance measures and due dates.

C. Contractor will provide services in the following counties:

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and the Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Report, and B-13A should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

Email: invoices@dshs.state.tx.us

**8. Service Area**

Hidalgo County

**This section intentionally left blank.**

**10. Procurement method:**

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00043 | RLHS GOLIVE HAZARDS PROPOSAL

**11. Renewals:**

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2017

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

93.069, 93.069

**14. DUNS Number:**

103110834

**This section intentionally left blank.**

**16. Special Provisions**

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2015, for costs incurred between the services dates of September 1, 2014 to June 30, 2015. No expenditures with service dates from September 1, 2014 to June 30, 2015 will be paid after August 14, 2015 from the Budget Period 3 (BP3) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following:
Contractor is allocated $504,182 from September 1, 2014 to June 30, 2015.
Contractor is allocated $63,016 from July 1, 2015 to August 31, 2015.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

C. General Provisions, Terms and Conditions of Payment Article VI, is revised to include:
DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

D. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:
In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

E. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:
Contractor is required to initiate the purchase of approved equipment no later than August 31, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2015. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

F. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following:
Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

**17. Documents Forming Contract.** The Contract consists of the following:

| | |
|---|---|
| a. Contract (this document) | 2015-001134-01 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets, |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

**18. Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

**19. Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

| | |
|---|---|
| Name: | Hidalgo County |
| Vendor Identification Number: | 17460007176 |

**20. Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

| **Department of State Health Services** | **Hidalgo County** |
|---|---|
| By:<br>Signature of Authorized Official | By: Ramon Garcia<br>Signature of Authorized Official |
| Date | 02/19/2015<br>Date |
| Name and Title | Ramon Garcia Hidalgo County Judge<br>Name and Title |
| 1100 West 49th Street<br>Address | 302 W. University Dr<br>Address |
| Austin, TX 787-4204<br>City, State, Zip | Edinburg, Texas 78539<br>City, State, Zip |
| Telephone Number | (956) 318-2600<br>Telephone Number |
| E-mail Address | ramon.garcia@co.hidalgo.tx.us<br>E-mail Address |

**Budget Summary**

Organization Name: Hidalgo County Program ID: CPS/HAZARDS

Contract Number: 2015-001134-01

**Budget Categories**

| Budget Categories | DSHS Funds Requested | Cash Match | In Kind Match Contributions | Category Total |
|---|---|---|---|---|
| Personnel | $404,580.00 | $42,486.00 | $0.00 | $447,066.00 |
| Fringe Benefits | $135,575.00 | $14,237.00 | $0.00 | $149,812.00 |
| Travel | $6,934.00 | $0.00 | $0.00 | $6,934.00 |
| Equipment | $0.00 | $0.00 | $0.00 | $0.00 |
| Supplies | $1,750.00 | $0.00 | $0.00 | $1,750.00 |
| Contractual | $0.00 | $0.00 | $0.00 | $0.00 |
| Other | $18,359.00 | $0.00 | $0.00 | $18,359.00 |
| Total Direct Costs | $567,198.00 | $56,723.00 | $0.00 | $623,921.00 |
| Indirect Costs | $0.00 | $0.00 | $0.00 | $0.00 |
| **Totals** | $567,198.00 | $56,723.00 | $0.00 | $623,921.00 |

## CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2015-001134-01

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[X] Applicable [ ] Non- Applicable

Signature of Authorized Individual

Ramon Garcia

Date:

08/26/2014

**Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification**

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

| | | | |
|---|---|---|---|
| Organization Name | Hidalgo County | | |
| Address | 1304 S 25th St | State | Texas |
| City | Edinburg | Zip Code (9 digit) | 78539 |
| Payee Name | Hidalgo County | | |
| Address | Hidalgo County Treasurer<br>2810 S Business 281 | State | TX |
| City | Edinburg | Zip Code (9 digit) | 78539-6243 |
| Vendor Identification No. | 17460007176 | MailCode | 060 |
| Payee DUNS No. | 103110834 | | |

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?

[X] Yes [ ] No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

[ ] Yes [X] No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

[X] Yes [ ] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

| | |
|---|---|
| Name | Ramon Garcia |
| Email | ramon.garcia@co.hidalgo.tx.us |
| Telephone | (956) 318-2600 |

FFATA Contact Person #2

| | |
|---|---|
| Name | Ray Eufracio CPA |
| Email | ray.eufracio@auditor.co.hidalgo.tx.us |
| Telephone | (956) 318-2511 |

☒ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

| E-Signature | Date |
|---|---|
| Ramon Garcia | 08/26/2014 |

**AI -48777** **Health & Human Services Dept.** **13. G.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

---

## Information

**CAPTION**

For clarification purposes of action taken by Commissioner's Court on 10/14/14, AI-46739 to include additional furnishings & equipment conveyed by the Texas Department of State Health Services for the John Austin Pena Center.

**BACKGROUND**

10/14/14 - AI-46739 - Acceptance of supplies & equipment from TDSHS for the John Austin Pena Center.
01/14/15 - Additional items were noted during tagging of assets from original equipment list.

The value assigned to each item was based on the best available information (actual cost from invoice, quote or market value).

---

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

No budgetary impact.

---

## Attachments

Additional Items
doc

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/06/2015 11:49 AM |
| Manuel Chapa | Manuel Chapa | 03/10/2015 10:28 AM |

| | | |
|---|---|---|
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Mike Escaname | | Started On: 03/06/2015 11:28 AM |
| Final Approval Date: 03/13/2015 | | |

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
FIXED ASSET DIVISION
MACH & OFFICE EQUIP-INVENTORY LIST
AS OF JANUARY 22, 2014
SUBSTANCE ABUSE FACILITY INVENTORY

AMENDMENT

[Annual Inventory Report]
[For office use and auditing purposes only]
Mach & Equipment is subject to Physical Inventories & Ce
For questions, please contact the Purchasing Department
Fixed Asset Division at 956-318-2626

Criteria: All items >= $300

| Dept No | Department Name | Asset No | Asset Description | Acq Date | Serial No | Qty | Historical Cost | Type Code | Location |
|---|---|---|---|---|---|---|---|---|---|
| 340- | John Austin Pena Substance Abuse Facility | | 36" Bookcaser Grey | 01/22/14 | n/a | 1 | 390.78 | | Rm 205 |
| 340- | John Austin Pena Substance Abuse Facility | | Vertical File Grey | 01/22/14 | n/a | 1 | 590.76 | | Rm 205 |
| 340- | John Austin Pena Substance Abuse Facility | | Vertical File Grey | 01/22/14 | n/a | 1 | 590.76 | | Rm 205 |
| 340- | John Austin Pena Substance Abuse Facility | | 48 port network switch model 2960 | 01/22/14 | FOC1438W008 | 1 | 6,800.00 | | Rm 301 (LAN room) |
| | Total | | | | | 4 | $ 8,372.30 | | |

END OF REPORT

Hidalgo County Purchasing Department

Fixed Asset Division

Department: Health Dept.
Sub-Location: Penq Substance Abuse Clinic

Prepared By: Gabe / Roy
Date: 1/14/2015

| Asset Tag. # | Item Description | Unit No./Location | Vin# / Serial Number | Lic. Plate | Alio Record Status | Updat. Requi... |
|---|---|---|---|---|---|---|
| | Cisco ~~2690~~ 2960-S | LAN 1 (301) | FOC1438W0QM | | | |
| | Gray filing Cabinet (5 dwr) | Rm 205 | | | | |
| | Gray filing Cabinet (5 dwr) | Rm 205 | | | | |
| | Gray Book shelf (5 shelf) | Rm 205 | | | | |
| | | | | | | |
| | | | | | | |
| Room 205 | 36" Book Case Gray | $ 390.78 | | | | |
| LAN RM | 48 port Network switch Model 2960 | $ 6,800.00 | | | Serial# FOC1438W0QM | |
| 205 | Vertical file gray | $ 590.76 | | | | |
| 205 | Vertical file gray | $ 590.76 | | | | |

Physical Inventory Form

**AI -48612** **Health & Human Services Dept.** **13. H.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

**CAPTION**

Requesting approval of the Memorandum of Understanding between Remote Area Medical and The County of Hidalgo. Remote Area Medical in conjunction with Operation Lone Star will provide free expanded medical services to the residents of Hidalgo County.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

No budgetary impact.

## Attachments

MOU

legal email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/24/2015 08:31 AM |
| Manuel Chapa | Manuel Chapa | 02/25/2015 02:21 PM |
| Auditor's Office | Debbie Tamez | 03/04/2015 11:47 AM |
| Manuel Chapa | Manuel Chapa | 03/04/2015 03:49 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Mike Escaname Started On: 02/23/2015 01:13 PM

Final Approval Date: 03/13/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO AND THE REMOTE AREA MEDICAL**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the **REMOTE AREA MEDICAL**, hereinafter referred to as "RAM," and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as "COUNTY", in conjunction with Operation Lone Star to be held at the La Joya Independent School District, and the Pharr San Juan Alamo Independent School District, hereinafter referred to as the "Palmview High School and PSJA High School" site locations.

**WITNNESSETH:**

**WHEREAS,** the COUNTY and RAM, in conjunction with Operation Lone Star desire to provide free expanded medical services to the County of Hidalgo, Texas for the health, safety and wellbeing of County residents.

**NOW, THEREFORE,** in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between COUNTY and RAM to this MOU, as follows:

1. RAM shall provide free expanded medical services to the residents of COUNTY at no cost to either the residents or COUNTY from July 27, 2015 through July 31, 2015.

2. COUNTY shall partially assist with providing a suitable facility for providing services mentioned above, onsite lodging accommodations, and subsistence in conjunction with the La Joya Independent School District at Palmview High School and Pharr San Juan Alamo Independent School District at PSJA High School; both sites will serve Operation Lone Star.

3. This MOU is not intended to extend the liability of the Parties beyond that provided by law. Neither RAM nor COUNTY waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from third parties.

4. RAM should have in place sufficient insurance to cover the general activities in which RAM shall be taking part pursuant to this MOU. RAM agrees to provide evidence of such insurance to COUNTY upon request.

5. This MOU shall be governed by and construed in accordance with the laws of the State of

Texas, and obligations and undertakings of each of the parties to this MOU shall be performable in Hidalgo County, Texas.

**WITNESS THE HANDS OF THE PARTIES** effective as of the _____day of _____, 2015;

**REMOTE AREA MEDICAL**

By: _____

Printed Name: Chris Hall

Title: Chief Operations Officer

**COUNTY OF HIDALGO, TEXAS**

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

## Mike Escaname

**From:** Eva Rubio <evangelina.rubio@hchd.org>
**Sent:** Tuesday, March 03, 2015 11:00 AM
**To:** mike.escaname@hchd.org
**Subject:** FW: MOU for the Operatrion Lone Star
**Attachments:** MOU.RAM.2015.revised.doc; South Texas VoTech Memorandum-2pg.revised.doc

*Evangelina Rubio*
*Public Health Preparedness Coordinator*
*Hidalgo County Health and Human Services Department*
*1304 S. 25th Avenue*
*Edinburg, Texas 78542*
*956-318-2426 (Office)*
*956-318-2431 (Fax)*
eva.rubio@hchd.org
www.hchd.org

---

**From:** Nancy Trevino [mailto:nancy.trevino@hchd.org]
**Sent:** Monday, February 02, 2015 12:29 PM
**To:** Eva Rubio
**Subject:** FW: MOU for the Operatrion Lone Star

I know he said he CC'd you but for the record….here it is again.

---

**From:** Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
**Sent:** Monday, February 02, 2015 8:31 AM
**To:** 'Nancy Trevino'
**Cc:** 'Eva Rubio'
**Subject:** RE: MOU for the Operatrion Lone Star

Please see attached revised MOU for STVT and RAM. Subject to the recommended revisions, our office approves as to the form of the agreement.

Please let me know if you need any other information.

Respectfully,

**Victor M. Garza**
*Assistant District Attorney*
Civil Division
**Office of the Criminal District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**AI -48733** **Health & Human Services Dept.** **13. J. 2.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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**Information**

**CAPTION**

Approval to pay Safeguard Universal, LLC invoice 25621 in the amount of $1,410.00 (PO 719506)

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-444-00-240-001-0-610

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

**BUDGETARY IMPACT:**

PO# 719506 available balance as of 3-4-15 $1,410.00

---

**Attachments**

inv 25621

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/04/2015 11:33 AM |
| Manuel Chapa | Manuel Chapa | 03/04/2015 03:51 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Dairen Sarmiento | | Started On: 03/04/2015 10:47 AM |
| Final Approval Date: 03/13/2015 | | |

Ph:361-884-8640 Fx:361-884-8015
Safeguard Universal, LLC
2741 Swantner
Corpus Christi TX 78404

# INVOICE

Customer # 100996

Job # 115077

SOLD TO
Ph:956-383-6221 Fx:956-383-8864
Hidalgo County Health Departme
Attn: R. Salinas/719506
1304 S. 25th
Edinburg TX 78539

SHIP TO
Hidalgo County Health Departme
Attn: R. Salinas/719506
1304 S. 25th
Edinburg TX 78539

Via UPS GroundTrak
FOB Destination

| Unit | Customer po # | Salesperson | Order date | Invoice date | Date shipped | Invoice # |
|---|---|---|---|---|---|---|
| 0 | 719506 | 21 Maribel Moreno | 01/26/15 | 02/03/15 | 01/29/15 | 25621 |

| Ordered | Shipped | Qty BO | Item # | Description | Price | Per | Amount |
|---|---|---|---|---|---|---|---|
| 3000 | 3000 | | FPZCEEINSP | Die Cut Handle Bag (12"x15") | 0.470 | EA | 1410.00 |

Invoice Received by: RICK Date 2.3.15
Goods/Services Received by: Date 2.3.15
15 -1100-444-00-240-001-0-610
Payment Amount $ 1410.00
PO# 719506

| Terms | Tax # | Sub-total | Insurance | Shpg/Hdlg | Sales tax | PLEASE PAY THIS AMOUNT >>>>>> | Total |
|---|---|---|---|---|---|---|---|
| DUE UPON RECEIP | CNVRT | 1410.00 | 0.00 | 0.00 | 0.00 | | 1410.00 |

Customer agrees to pay sales tax unless tax exempt documentation isprovided. No credit will be issued on returned merchandise without ourconsent. Some itemsare subject to 10% underruns/overruns.Discrepancies with this invoice or merchandise must be reported within 5business days. A $30 fee will be imposed on all returned checks.** SAME COMPANY - NEW LOOK **

E-MAILED CUSTOMER INVOICE

## REMITTANCE STUB

Safeguard Universal,

02/03/15
Invoice date

Invoice # 25621
Order # 115077

Job #

Hidalgo County
Customer

Customer # 100996

21 4B Salesperson

Total due 1410.00

# PACKING SLIP

**Job Number:** 1341002

**Ship To:** Hidalgo County Health Departme
R. Salinas/719506
1304 S. 25th

Edinburg,TX,78539

| Item Number | Description | Quantity |
|---|---|---|
| 19WFS1215-1S1C | 12X15X3 Die Cut White - 1 Side, 1 Color | 3,000 |

**P.O.NO:** 115077 **# OF BOXES:** 6

**Custom Message:**

## Thank You! for Your Order

**AI -48891** **Emergency Management** **14. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Sandra Deleon,
COUNTY JUDGE

**Department:** COUNTY JUDGE

---

**Information**

**CAPTION**

1. Presentation, discussion and authorization to allow Ricardo Saldana, Hidalgo County Emergency Management Coordinator, to sign any and all documents related to the 800MHz transition process of the county's radio system as required by the FCC.

2. Presentation, discussion and authorization to submit written notice of change to Motorola Solutions and Sprint Nextel of Texas, Inc.

**BACKGROUND**

08/25/2014-AI-46098- Presentation, discussion and authorization to submit the Frequency Reconfiguration Agreement between the County of Hidalgo and Nextel of Texas, Inc (Sprint) to compensate the County of Hidalgo for the costs to facilitate the transition for reconfiguration of the county's 800 MHz radio system. Presentation, discussion and authorization to submit the Motorola Solutions Reconfiguration Implementation Phase Agreement as part of the 800MHz reconfiguration of the county's radio system. Subject to legal approval.

05/20/2014-AI- 44540- Presentation, discussion and authorization to submit Schedule C- 800 MHz Reconfiguration Cost Estimate to Sprint/Nextel to request reconfiguration funding required to cover costs to reconfigure the county's radio system. Presentation, discussion and authorization to allow Oscar Montoya, as the current licensee, to sign any and all document related to the 800 MHz transition process as required by the FCC.

09/24/2013 - AI-40871- Presentation, discussion and authorization to submit the Motorola Reconfiguration Planning Phase Agreement as part of the 800MHz Band Reconfiguration and Submit the Sprint/Nextel Planning Cost Agreement.

10/02/2013-AI-40931-Authorization to submit the Motorola 800 MHz Transition Administrator Waiver of Privilege and Confidentiality Agreement.

04/15/2014 –AI44010-Authorization to enter into contract with Law Firm of Best, Best & Krieger LLP to assist the County as legal counsel with the reconfiguration of the radio system. The FCC mandated the reconfiguration of the 800 MHz band throughout the United States to correct interference caused by commercial wireless cellular systems (such as Sprint/Nextel) and public safety licensees operating in the same band. The costs for the rebanding will be paid in full by Sprint/Nextel. (NO fiscal impact to the County of Hidalgo) As a member of the Rio Grande Regional Group, the Region had initially considered one planning contract for all of the sites and subscribers, but in mid September, it was decided that each licensee in the Region would have to file a separate agreement. As an 800 MHz licensee, we are required to comply with the deadline to submit all the required documentation to the FCC and Transition Administrator by September 30, 2013.

---

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Budgetary impact. Presentation, discussion and authorization to allow Ricardo Saldana...

---

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/12/2015 03:26 PM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 10:27 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Sandra Deleon | | Started On: 03/12/2015 12:29 PM |
| Final Approval Date: 03/13/2015 | | |

**AI -48702** **IT Department** **15. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Griselda Salazar, IT DEPARTMENT

**Department:** IT DEPARTMENT

## Information

**CAPTION**

DISTRICT ATTORNEY'S OFFICE
Authorization and approval to purchase new wireless device with service through the County' membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

| Description: | Employee Name / ID: | Service Plan: |
|---|---|---|
| New Data Card Activation | Cynthia Sepulveda / 057886 | 4G Mobile Broadband Unlimited @ $37.99/month |

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-412-00-080-002-0-532

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

**BUDGETARY IMPACT:**

Funds available through Req# 272581, as of 3/12/2015.

## Attachments

Quote
Requisition & Request Form

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/27/2015 02:55 PM |
| Obdett Calzada | Obdett Calzada | 03/12/2015 08:27 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Griselda Salazar | | Started On: 02/27/2015 02:41 PM |
| Final Approval Date: 03/13/2015 | | |

**STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779**

**WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT**

| | |
|---|---|
| QUOTE ID | 141016154007 |
| DATE | 10/16/2014 |
| TERM | Annual (12 Months) |
| PAGE | 1 of 2 |

**WIRELESS PROPOSAL FOR: Hidalgo County Pct 2**

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

## 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 MiFi 6620 (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 |

| 4Q14 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 141016154007

**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 | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: CYNTHIA SEPULVEDA Employee ID# 057886 Signature: Cynthia A. Sepulveda

Department: HIDALGO COUNTY DIST. ATTORNEY'S OFFICE Dept#: 080-002

Quantity: 1

Service: $37.99/mo (x) 10 months = 379.90 Account: 5-1100-412-00-080-002-0- -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: 379.90 Requisition Number: 272581

**STIPEND**

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

Rosalinda Cantu ROSALINDA CANTU 02/11/2015

Signature Print Name Date

(3) **Executive Office Authorization (Commissioner's Court Departments Only):**

_____ _____ _____

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: New Activation

**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 # 00272581

PO #

Date: 02/26/15

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

**Contact:** CLARIZA RAMOS
956-318-2300

**Contract No:** DIR-SDD 1779

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | CONTRACT DIR-SDD 1779 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 10.00 | MONTH | CO 4G MOBILE BROADBAND ACCESS- DATA CARD | 37.99 | 379.90 |
| | | Account No | Encumbrance | |
| | | 5-1100-412-00-080-002-0-532 | 379.90 | |
| | | | Freight | .00 |
| | | | Total | 379.90 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**AI -48936** **Urban County** **16. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

**Department:** URBAN COUNTY

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## Information

**CAPTION**

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase furniture for the Dr. Hector P. Garcia Memorial Library. Purchase will be made from Library Interiors of Texas (contract # 14/022CG-07) through Hidalgo County's membership/participation with Harris County Department of Education (HCDE) Choice Partners awarded vendor. The total amount of purchase is $15,374.59, utilizing FY 27 (2014) Public Service (General) – Library funds and the City of Mercedes General funds.

**BACKGROUND**

The computers will be utilized at the Dr. Hector P. Garcia Memorial Library. See attached quote.

Vendor: Library Interiors of Texas
Purchase Amount: **$15,374.59**
Funds Available: $15,000.00 FY 27 (2014) Public Service (General) – Library
$ 374.59 City of Mercedes General funds
$ 15,374.59

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## Fiscal Impact

## Attachments

Dr. Hector P. Garcia Memorial Library authority

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 05:01 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Olga Lerma Started On: 03/13/2015 04:20 PM
Final Approval Date: 03/13/2015

MAR -9 2015

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

**Name of Cooperative:** Choice Partners **Person Contacted:** Michael Taylor

**Purchase #1** **Vendor Name:** Library Interiors of Texas, LLC **Contract No.:** 14/022CG-07 **Phone:** 1-888-689-5489

| Quantity | Description of Items | List Price per Unit | Discounted price | Total Amount |
|---|---|---|---|---|
| 4 | Leland Café Parfait Chair (Dark Cherry Black) | $448.00 | $313.60 | $1,254.40 |
| 4 | Leland Café Parfait Bar height Chair (Dark Cherry Black) | $632.00 | $442.40 | $1,769.60 |
| 2 | Leland M2 Café Table 36" dia | $1,019.00 | $713.30 | $1,426.60 |
| 1 | Leland M2 Café Table 30 X 42 | $1,813.00 | $1,269.10 | $1,269.10 |
| 4 | HPFI Genesis Tablet Arm Lounge Chair Grade 6 Fabric | $2,653.00 | $1,591.80 | $6,367.20 |
| 2 | T2 Design Single Café Booth | $1,350.00 | $945.00 | $1,890.00 |
| 1 | Freight & Handling | | | $838.61 |
| 1 | Installation | | | $559.08 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| TOTAL: | **$15,374.59** |
|---|---|

**Recommendation:** The City recommends of purchase of furniture from Library Interiors of Texas, LLC for the Dr. Hector P. Garcia Memorial Library.

**Requested by:** Olga Rosas Date 3/9/15 **UCP Approval:** Date 3-12-15

# Quotation No. Q1828-A


**LIBRARY INTERIORS OF TEXAS, LLC**
401 Congress Avenue, Suite 1540
Austin, TX, 78701
P: 888-669-5499 (LITX)
P: 888-690-5499 (LITX)


Issued By: Michael Taylor

Library Interiors - TX Project ID: Q1828-A

Date: 1/29/15

Vendor Contract #: 14/022CG-07

Bill-to: Dr. Hector P. Garcia Memorial Library
434 South Ohio Street
Mercedes, TX
Contact: Marisol Vidales
Phone: 956 565 2371

Ship-to: Dr. Hector P. Garcia Memorial Library
434 South Ohio Street
Mercedes, TX
Contact: Marisol Vidales
Phone: 956 565 2371

| Item # | Colors / Finishes | Quantity | Part # | Description | Each $ | Ext Price $ | Disc % | Unit Net $ | Ext Net $ |
|---|---|---|---|---|---|---|---|---|---|
| Choice Partners - Instructional Furniture Contract Number 14/022CG-07 - July 15, 2014 / 5 | | | | | | | | | |
| Item 1 | Dark Cherry<br>Black | 4 | CPSWW | Leland Café Parfait Chair | 448.00 | 1,792.00 | 30% | 313.60 | 1,254.40 |
| Item 2 | Dark Cherry<br>Black | 4 | CPBWW | Leland Café Parfait Bar Height Chair | 632.00 | 2,528.00 | 30% | 442.40 | 1,769.60 |
| Item 3 | TBD | 2 | M2MB-P-P-36Dia | Leland M2 Café Table, 36" dia | 1,019.00 | 2,038.00 | 30% | 713.30 | 1,426.60 |
| Item 4 | TBD | 1 | M2TB-C-P-3060 | Leland M2 Café Table, 30" x 42" | 1,813.00 | 1,813.00 | 30% | 1,269.10 | 1,269.10 |
| Item 5 | Momentum Center - Cordovan<br>Momentum Intersect - Balsa | 4 | 1737 | HPFI Genesis Tablet Arm Lounge Chair, Grade 6 Fabric | 2,653.00 | 10,612.00 | 40% | 1,591.80 | 6,367.20 |
| Item 6 | Momentum Center - Cordovan<br>Momentum Intersect - Balsa | 2 | T2.SB | T2 Design Single Café Booth | 1,350.00 | 2,700.00 | 30% | 945.00 | 1,890.00 |

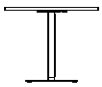
| | | |
|---|---|---|
| Product Total: | $ | 13,976.90 |
| Freight & Handling: | $ | 838.61 |
| Installation: | $ | 559.08 |
| Total, supplied, delivered, and installed: | | $15,374.59 |

Made Compliant

Library Interiors of Texas, LLC standard terms and conditions of sale apply.

Certified WBE

## M2 PEDESTAL TABLE, MEDIUM SOFT SQUARE BASE Design: Leland Design Group



| M2 PEDESTAL TABLE | MODEL | TOP SIZE/CODE | LIST PRICE/EDGE CODES: | V2 | V4 | V5 | W1 | W2 | W4 |
|---|---|---|---|---|---|---|---|---|---|
| medium soft square base, powder coat column, powder coat plate H 29 | M2MB-P-P | Wood Top | | | | | | | |
| | | 36 DIA - 36D | | $1189 | 1110 | 1146 | 1523 | 1523 | 1883 |
| | | 36x36 - 3636 | | $1195 | N/A | 1160 | 1527 | 1527 | 1906 |
| | | Laminate Top | | | | | | | |
| | | 36 DIA - 36D | | $1019 | 991 | 1024 | 1282 | 1282 | 1715 |
| | | 36x36 - 3636 | | $1026 | N/A | 1038 | 1286 | 1286 | 1735 |

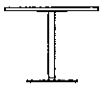


Round 36 DIA



Square 36 x 36

The V4 edge is not available in square top sizes.



| M2 PEDESTAL TABLE | MODEL | TOP SIZE/CODE | LIST PRICE/EDGE CODES: | V2 | V4 | V5 | W1 | W2 | W4 |
|---|---|---|---|---|---|---|---|---|---|
| medium soft square base, chrome column, powder coat plate H 29 | M2MB-C-P | Wood Top | | | | | | | |
| | | 36 DIA - 36D | | $1260 | 1182 | 1217 | 1594 | 1594 | 1955 |
| | | 36x36 - 3636 | | $1266 | N/A | 1231 | 1598 | 1598 | 1978 |
| | | Laminate Top | | | | | | | |
| | | 36 DIA - 36D | | $1090 | 1063 | 1096 | 1353 | 1353 | 1786 |
| | | 36x36 - 3636 | | $1097 | N/A | 1110 | 1358 | 1358 | 1806 |

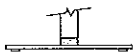


Round 36 DIA



Square 36 x 36

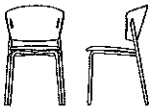
The V4 edge is not available in square top sizes.



| OPTIONAL CONTRASTING BASE RING | LIST PRICE |
|---|---|
| | $71 |

Optional contrasting base ring can be specified in 7 powder coat finishes or chrome.

**TO SPECIFY:** Please refer to pages 6–8 for complete specifying information.
Specify all products by their product code.



| CAFÉ PARFAIT SIDE CHAIR | MODEL | LIST PRICE |
|---|---|---|
| wood seat,<br>wood back<br>W 18.5 D 23 H 31 SH 18.75 | CPSWW | $448 |

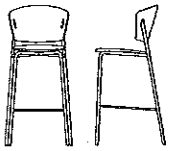
Optional Glides: Add $6.00 net per chair for a set of four (4). Optional Glides raise chair height 1/2 inch.



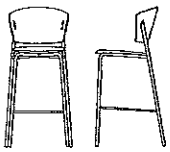
| CAFÉ PARFAIT SIDE CHAIR | MODEL | LIST PRICE/GRADE | COM/COL | A | B | C | D | E | F | G | H | I | J | K | L |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| upholstered seat,<br>wood back<br>W 19 D 20.5 H 31 SH 19.25 | CPSUW | | $ 418 | 444 | 457 | 470 | 483 | 497 | 510 | 523 | 537 | 550 | 563 | 576 | 590 |

Optional Glides: Add $6.00 net per chair for a set of four (4). Optional Glides raise chair height 1/2 inch.
COM Yardage: 1 or 2 seats: 3/4 yard; 3 or 4 seats: 1 1/4 yards
Contact Leland Customer Experience for yardage requirements on textiles with repeats.
COL Square Feet: 5 sq. ft.

**TO SPECIFY:** Please refer to pages 3–4 for complete specifying information.
Specify all products by their product code.



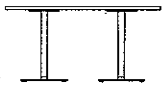
| CAFÉ PARFAIT BAR CHAIR | MODEL | | LIST PRICE |
|---|---|---|---|
| wood seat,<br>wood back<br>W 18.25 D 23 H 43 SH 29.5 | CPBWW | Optional Glides: Add $6.00 net per chair for a set of four (4). Optional Glides raise chair height 1/2 inch. | $632 |



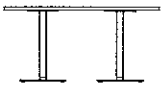
| CAFÉ PARFAIT BAR CHAIR | MODEL | LIST PRICE/GRADE | COM/COL | A | B | C | D | E | F | G | H | I | J | K | L |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| upholstered seat,<br>wood back<br>W 18.25 D 23 H 43 SH 30 | CPBUW | | $603 | 628 | 642 | 655 | 668 | 681 | 695 | 708 | 721 | 734 | 748 | 761 | 774 |

Optional Glides: Add $6.00 net per chair for a set of four (4). Optional Glides raise chair height 1/2 inch.
COM Yardage: 1 or 2 seats: 3/4 yard; 3 or 4 seats: 1 1/4 yards
Contact Leland Customer Experience for yardage requirements on textiles with repeats.
COL Square Feet: 5 sq. ft.

**TO SPECIFY:** Please refer to pages 3–4 for complete specifying information.
Specify all products by their product code.



| M2 PEDESTAL TABLE | MODEL | TOP SIZE/CODE | LIST PRICE/EDGE CODES: | V2 | W1 | W2 | W4 |
|---|---|---|---|---|---|---|---|
| tandem soft square base, | M2TB-P-P | Wood Top | | | | | |
| powder coat column, powder coat plate | | 30x60 - 3060 | | $1873 | 2139 | 2139 | 2853 |
| H 29 | | 36x72 - 3672 | | $2265 | 2727 | 2727 | 3459 |
| | | 42x84 - 4284 | | $2415 | 2912 | 2912 | 3997 |
| | | 48x96 -4896 | | $2830 | 3005 | 3005 | 4640 |
| Rectangle | | Laminate Top | | | | | |
| 30 x 60 | | 30x60 - 3060 | | $1671 | 1868 | 1868 | 2378 |
| 36 x 72 | | 36x72 - 3672 | | $1988 | 2253 | 2253 | 3086 |
| 42 x 84 | | 42x84 - 4284 | | $2437 | 2856 | 2856 | 3529 |
| 48 x 96 | | 48x96 -4896 | | $2532 | 2949 | 2949 | 3642 |



| M2 PEDESTAL TABLE | MODEL | TOP SIZE/CODE | LIST PRICE/EDGE CODES: | V2 | W1 | W2 | W4 |
|---|---|---|---|---|---|---|---|
| tandem soft square base, | M2TB-C-P | Wood Top | | | | | |
| chrome column, powder coat plate | | 30x60 - 3060 | | $2016 | 2283 | 2283 | 2997 |
| H 29 | | 36x72 - 3672 | | $2407 | 2869 | 2869 | 3600 |
| | | 42x84 - 4284 | | $2579 | 3077 | 3077 | 4162 |
| | | 48x96 -4896 | | $2995 | 3170 | 3170 | 4805 |
| Rectangle | | Laminate Top | | | | | |
| 30 x 60 | | 30x60 - 3060 | | $1813 | 2011 | 2011 | 2521 |
| 36 x 72 | | 36x72 - 3672 | | $2130 | 2396 | 2396 | 3228 |
| 42 x 84 | | 42x84 - 4284 | | $2601 | 3020 | 3020 | 3694 |
| 48 x 96 | | 48x96 -4896 | | $2695 | 3113 | 3113 | 3807 |

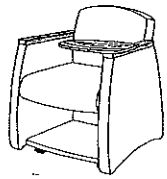


| OPTIONAL CONTRASTING BASE RINGS | LIST PRICE |
|---|---|
| | $144 |

Optional contrasting base ring can be specified in 7 powder coat finishes or chrome.

**TO SPECIFY:** Please refer to pages 6–8 for complete specifying information.
Specify all products by their product code.

## 1737 Team Chair



Freight Class: 125
Cubic Ft: 19
Ship Weight: 85

QS NOW

27" W X 26" D X 31.25" H — St. Yardage: 5.5 (Seat & Back 3, Arms 2.5)

| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | L | LL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Zone 1 | 1958 | 2147 | 2314 | 2465 | 2574 | 2719 | 2776 | 3010 | 3155 | 3337 | 4221 | 4502 |
| Zone 2 | 1987 | 2179 | 2349 | 2502 | 2613 | 2760 | 2818 | 3055 | 3202 | 3387 | 4284 | 4570 |
| Zone 3 | 2017 | 2211 | 2383 | 2539 | 2651 | 2801 | 2859 | 3100 | 3250 | 3437 | 4348 | 4637 |

- Open storage area under seat 22" x 18" x 10"
- Solid wood arm caps, tablet arm and shelf (specify finish)
- Mounted on casters for mobility
- 16.5" x 10.75" tablet arm supports up to 15 lb. evenly distributed
- Seat: 21"W X 20"D X 18.5"H

| OPTION | PRICE | CODE |
|---|---|---|
| Self-Locking Casters | 85.00 | S |

## 1757 Oversized Team Chair



Freight Class: 125
Cubic Ft: 19
Ship Weight: 85

QS NOW

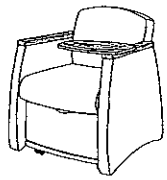
30" W X 26" D X 35.75" H — St. Yardage: 5.5 (Seat & Back 3, Arms 2.5)

| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | L | LL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Zone 1 | 2165 | 2243 | 2334 | 2411 | 2489 | 2593 | 2697 | 2800 | 2904 | 3034 | 3280 | 3864 |
| Zone 2 | 2197 | 2277 | 2369 | 2447 | 2526 | 2632 | 2737 | 2842 | 2948 | 3080 | 3329 | 3922 |
| Zone 3 | 2230 | 2310 | 2404 | 2483 | 2564 | 2671 | 2778 | 2884 | 2991 | 3125 | 3378 | 3980 |

- Open storage area under seat 22" x 18" x 10"
- Solid wood arm caps, tablet arm and shelf (specify finish)
- 16.5" x 10.75" tablet arm supports up to 15 lb. evenly distributed
- Mounted on casters for mobility
- Seat: 24"W X 20"D X 18.5"H

| OPTION | PRICE | CODE |
|---|---|---|
| Self-Locking Casters | 85.00 | S |

## 1737D Team Chair



Freight Class: 125
Cubic Ft: 19
Ship Weight: 96

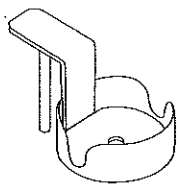
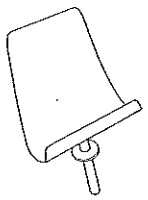
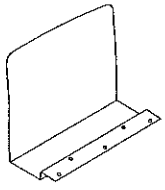
QS NOW

27" W X 26" D X 31.25" H — St. Yardage: 5.5 (Seat & Back 3, Arms 2.5)

| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | L | LL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Zone 1 | 2147 | 2351 | 2533 | 2703 | 2812 | 2957 | 3013 | 3248 | 3394 | 3576 | 4593 | 4740 |
| Zone 2 | 2179 | 2386 | 2571 | 2744 | 2854 | 3001 | 3058 | 3297 | 3445 | 3630 | 4662 | 4811 |
| Zone 3 | 2211 | 2422 | 2609 | 2784 | 2896 | 3046 | 3103 | 3345 | 3496 | 3683 | 4731 | 4882 |

- Storage drawer with full extension slides and upholstered front
- Drawer interior 16.25" x 17" x 5.5"
- Solid wood arm caps and tablet arm (specify finish)
- Mounted on casters for mobility
- 16.5" x 10.75" tablet arm supports up to 15 lb. evenly distributed
- Seat: 21"W X 20"D X 18.5"H

| OPTION | PRICE | CODE |
|---|---|---|
| Self-Locking Casters | 85.00 | S |

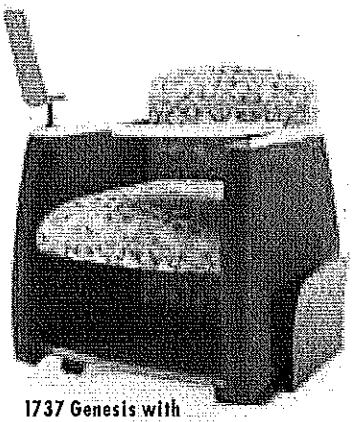
| | | | Zone Pricing | 1 | 2 | 3 |
|---|---|---|---|---|---|---|
| **CH Cup Holder** | • Holds cans, coffee mugs, etc.<br>• Interior diameter 3-7/8"<br>• Heavy gauge steel<br>• Black powder coated finish<br>• Easily relocates to right or left arm<br>• Can ship via ground service<br>FREIGHT CLASS: 70<br>CUBIT FT: 1<br>SHIP WT: 1 |  | 4" W X 7" D X 3" H — St. Yardage: n/a | 194 | 197 | 200 |
| **DH Document Holder** | • Holds papers, training manuals, books, etc<br>• Angled for proper positioning of material<br>• Heavy gauge steel<br>• Black powder coated finish<br>• Easily relocates to right or left arm<br>• Can ship via ground service<br>FREIGHT CLASS: 70<br>CUBIT FT: 1<br>SHIP WT: 3 |  | 9.75" W X 3" D X 10.5" H — St. Yardage: n/a | 182 | 185 | 187 |
| **NH Newspaper Holder** | • Holds newspapers and magazines<br>• Positioned 1" from arm panel to hold up to 1" binder<br>• Heavy gauge steel<br>• Black powder coated finish<br>• Mounts under storage shelf<br>• Can ship via ground service<br>FREIGHT CLASS: 70<br>CUBIT FT: 1<br>SHIP WT: 5 |  | 14" W X 7" D X 11.5" H — St. Yardage: n/a | 88 | 89 | 91 |

# GENESIS SN 7A1-18

FINISH SELECTION
ASPEN AP | BOARDWALK BW | ESPRESSO ESP | HONEY CHERRY HCY | MAHOGANY MAH |
MOAB MOB | NATURAL FM | ROUGE MAHOGANY RM | WINDSOR CHERRY WC | SHORELINE SL |

## Mobile. Versatile. Comfortable.

Combining the comfort of lounge seating with the high functionality of team seating, **Genesis Team Seating** is a new alternative for innovative environments.



1737 Genesis with casters

## Genesis Details

- *Dual-wheel, easy-rolling casters for mobility*
- *Unique 360-degree revolving shaped tablet for note-taking or laptop support*
- *Tablet easily relocates on left or right arm*
- *Storage compartment under seat*
- *Standard black finish arms and tablet*
- *Fabric combinations available with seat/back differing from arm panels*

## Additional Options

- *Storage drawer with upholstered front*
- *Wood finish arms and tablet*
- *Cup holder secures mugs, drink cans, etc.*
- *Document holder supports work materials from training manuals to large-size textbooks*
- *Newspaper Holder accommodates papers, magazines and up to 10 training binders*
- **Power option**
  *Power module can be installed in arm or in drawer front.* *See page 227.*

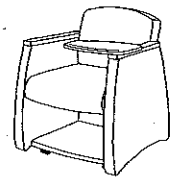
STANDARD ORDER: SPECIFICATION DETAIL

| 1737D | WC | 808 | 952 |
|---|---|---|---|
| Base Model | Finish Code | Fabric | Arm Fabric, if different |

## Genesis Team

### 1727 Team Chair

27" W X 26" D X 31.25" H — St. Yardage: 5.5 (Seat & Back 3, Arms 2.5)



| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | L | LL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Zone 1 | 1774 | 1962 | 2128 | 2227 | 2336 | 2480 | 2538 | 2773 | 2918 | 3100 | 4039 | 4264 |
| Zone 2 | 1801 | 1991 | 2160 | 2260 | 2371 | 2517 | 2576 | 2815 | 2962 | 3147 | 4100 | 4328 |
| Zone 3 | 1827 | 2021 | 2192 | 2294 | 2406 | 2554 | 2614 | 2856 | 3006 | 3193 | 4160 | 4392 |

- Open storage area under seat 22" x 18" x 10"
- Black arm caps, tablet arm and shelf
- 16.5" x 10.75" tablet arm
- 16.5" x 10.75" Tablet arm supports up to 15 lb. evenly distributed
- Mounted on casters for mobility
- Seat: 21"W X 20"D X 18.5"H

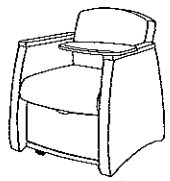
| OPTION | PRICE | CODE |
|---|---|---|
| Self-Locking Casters | 85.00 | S |

Freight Class: 125
Cubic Ft: 19
Ship Weight: 78

QS NOW

### 1727D Team Chair

27" W X 26" D X 31.25" H — St. Yardage: 5.5 (Seat & Back 3, Arms 2.5)



| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | L | LL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Zone 1 | 1956 | 2164 | 2343 | 2489 | 2598 | 2742 | 2799 | 3034 | 3179 | 3361 | 4413 | 4526 |
| Zone 2 | 1985 | 2196 | 2378 | 2526 | 2637 | 2783 | 2841 | 3080 | 3227 | 3411 | 4479 | 4594 |
| Zone 3 | 2015 | 2229 | 2413 | 2564 | 2676 | 2824 | 2883 | 3125 | 3274 | 3462 | 4545 | 4662 |

- Storage drawer with full-extension slides and upholstered front
- Drawer interior 16.25" x 17" x 5.5"
- Black arms caps and tablet arm
- 16.5" x 10.75" Tablet arm supports up to 15 lb. evenly distributed
- Mounted on casters for mobility
- Seat: 21"W X 20"D X 18.5"H

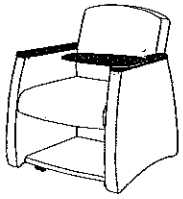
| OPTION | PRICE | CODE |
|---|---|---|
| Self-Locking Casters | 85.00 | S |

Freight Class: 125
Cubic Ft: 19
Ship Weight: 92

QS NOW

### 1747 Oversized Team Chair

30" W X 26" D X 35.75" H — St. Yardage: 5.5 (Seat & Back 3, Arms 2.5)



| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | L | LL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Zone 1 | 1962 | 2040 | 2131 | 2208 | 2286 | 2390 | 2494 | 2597 | 2701 | 2831 | 3077 | 3661 |
| Zone 2 | 1991 | 2071 | 2163 | 2241 | 2320 | 2426 | 2531 | 2636 | 2742 | 2873 | 3123 | 3716 |
| Zone 3 | 2021 | 2101 | 2195 | 2274 | 2355 | 2462 | 2569 | 2675 | 2782 | 2916 | 3169 | 3771 |

- Open storage area under seat 22" x 18" x 10"
- Black arm caps, tablet arm and shelf
- 16.5" x 10.75" tablet arm supports up to 15 lb. evenly distributed
- Mounted on casters for mobility
- Seat: 24"W X 20"D X 18.5"H

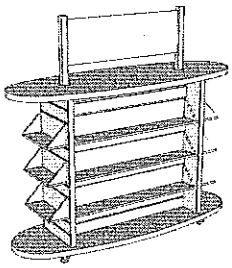
| OPTION | PRICE | CODE |
|---|---|---|
| Self-Locking Casters | 85.00 | S |

Freight Class: 125
Cubic Ft: 20
Ship Weight: 87

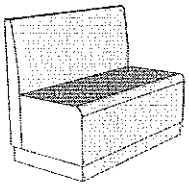
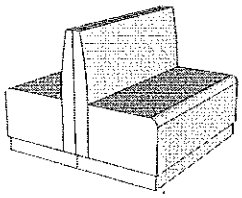
QS NOW

T2 DESIGN

## Reveal

| | | Part Number | $ |
|---|---|---|---|
|  | Reveal Mobile Display Unit | T2.RMDU | 4,600.00 |

## Café Booth Seating

| | | Part Number | $ |
|---|---|---|---|
|  | Single Café Booth | T2.SB | 1,650.00 |
|  | Back to Back Café Booth | T2.B2B | 3,200.00 |

360 Nueces Street #3509
Austin, Texas 78701

P: 512-964-2790 F: 512-382-7746

**Recent Activity**

February 3, 2015
Leader's Choice - 2015 #1- Millennium/Technology

January 22, 2015
Contracts renewed for Carpet Maintenance, JOC, Printing and Technology

View All News

**Events**

TASBO Annual Conference - Houston
February 17, 2015

Collin County Governmental Purchasing Forum (DFW NIGP)
February 25, 2015

Region 4 Food Showcase
March 5, 2015

View All Events

# LIBRARY INTERIORS OF TEXAS

<< Go Back

**CONTRACT Category:**
**Furniture**

**CONTRACT NUMBER:** 14/022CG-07

**CONTRACT TERMS:**

| | |
|---|---|
| **Initial Award Date:** | July 15, 2014 |
| **Current Expiration Date:** | July 14, 2015 |
| **Renewals Remaining :** | 4 |
| **Contract Manager:** | Carol Greb<br>carol@choicepartners.org<br>713-316-4259 |

**APPROVED PRODUCT OR SERVICE:**

Furniture, Fixtures and Equipment

**MWBE/HUB Status:** Certified

**CONTRACT PARTNER:** Library Interiors of Texas

**Contract Partner Web Site:**
**http://www.libraryinteriorsoftexas.com**

**APPROVED MARKET AREA:**
**National**

**ABOUT THIS PARTNER:**

Uniting domestic favorites with the best of European vendors, we offer one of the most comprehensive portfolios of library furniture and shelving available today.
Library Interiors of Texas offers a cooperative approach to all aspects of furnishing a library from needs assessment through design, procurement of exclusive products, project management, to installation and after sales care. Architects, designers and library professionals can be assured that they will be offered the finest furnishing choices, delivered on time, within budget, and with continuing service.

Trevor Taylor, the driving force behind the development of the company, was born in London, England. Trevor's career began in 1977 and through building strong working relationships with architects, designers, and librarians internationally, became a highly respected specialist in the library community. He has worked on projects across the globe from England, to Eldoret, Kenya to libraries damaged in Kuwait City after the Gulf War. He now brings his vision and international expertise to American architects, designers and librarians, throughout the country. A desire to provide a more personal and exclusive service to a select group of clients prompted a decision to establish Library Interiors of Texas, based in Austin.

AI-44770 Purchasing Department 12. O.

CC CONSENT

Meeting Date: 06/17/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Acceptance and approval of the continuation of another year of the Master Service Interlocal by and between Hidalgo County and Harris County Department of Education (HCDE); including the interlocal Addendum #1 with Choice Partners fka Choice Facility Partners awarded Job Order Contract (JOC) Services and finally the Purchasing Cooperative for purchases of products/services, all under the Harris County Department of Education Interlocal and thus allowing the County to still be an active member of the Cooperative Purchasing Program and utilize resources that are compliant with bidding requirements.

BACKGROUND

Said renewal effective from July 4, 2014 thru July 3, 2015. Automatic renewals are referenced in the interlocal however the Purchasing Department wishes to have CC approve such request.

---

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact; no fees or dues required.

---

Attachments

Interlocal documentation

---

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/04/2014 10:28 AM |
| Budget & Management | Debbie Tamez | 06/04/2014 11:04 AM |
| Auditor's Office | Monica Badillo | 06/13/2014 05:37 PM |

Form Started By: Vangie Garcia Started On: 05/29/2014 08:51 AM

Final Approval Date: 06/13/2014

**CITY OF MERCEDES**
**POOLED CASH**
400 SOUTH OHIO
MERCEDES, TEXAS 78570

TEXAS NATIONAL BANK
MERCEDES, TEXAS

88-2012/1149

2666

**DATE** 03/12/2015

**AMOUNT** ******374.59

WZ4947960 09-14

**PAY** ---- THREE HUNDRED SEVENTY FOUR & 59/100 DOLLARS ----

**TO THE ORDER OF**
** URBAN COUNTY PROGRAM **
472 E DURANTA, STE 107
ALAMO, TX 78516

Henry Munoz
Jose M. Bonilla MP

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈002666⑈ ⑆114920128⑆ 015000180⑈

**CITY OF MERCEDES • POOLED CASH ACCOUNT**

2666

99-04229 ** URBAN COUNTY PROGRAM ** 002666 03/12/2015

| DATE | I.D. | PO # | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 3/11/2015 | 03112015 | | FURNITURE/FIXTURES | 374.59 |
| | CDBG FUNDING LEVERAGED BY THE CITY FOR THE PURCHASE OF EQUIPMENT FOR THE MEMORIAL LIBRARY | | | |

MAR 12 2015

CHECK TOTAL 374.59

**AI -48937** **Urban County** **16. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

**Department:** URBAN COUNTY

---

## Information

**CAPTION**

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase equipment for the Mercedes Recreational Center. Purchase will be made from CDW-G, Inc.(contract # NJPA 100614 technology catalog) an approved vendor through Hidalgo County's membership and participation with the National Joint Powers Alliance. The total amount of purchase is $11,699.84, utilizing FY 27 (2014) Public Service (General) - Mercedes Recreational Center funds.

**BACKGROUND**

The equipment will be utilized at the Mercedes Recreational Center. See attached quote.

Vendor: **CDW-G, Inc.**
Purchase Amount: **$11,699.84**
Funds Available: $ 83,804.00 FY 27 (2014) Public Service (General) – Mercedes Recreational Center funds

---

## Fiscal Impact

## Attachments

Mercedes Recreational Center authority to purchase

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 05:01 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Olga Lerma | | Started On: 03/13/2015 04:34 PM |

Final Approval Date: 03/13/2015

MAR 12 2015

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

**Name of Cooperative:** (NJPA) National Joint Powers Alliance **Person Contacted:** Danielle Guidry

**Purchase #1** **Vendor Name:** CDWG **Contract No. :** 100614 CDW Technology Catalog **Phone:** 1-866-579-6342

| Quantity | Description of Items | List Price per Unit | Discounted price | Total Amount |
|---|---|---|---|---|
| 10 | SAMSUNG 32" LED | $321.08 | $302.68 | $3,026.80 |
| 2 | EPSON PL 1930 XGA 4200 LUMENS | $926.57 | $854.00 | $1,708.00 |
| 1 | EPSON DUET PROTABLE PROJ. SCREEN | $137.24 | $105.00 | $105.00 |
| 4 | HP LASEJET PRO MFP | $219.27 | $219.27 | $877.08 |
| 2 | SONY WIRELESS BOOMBOX SPEAKER SYSTEM | $189.49 | $189.49 | $378.98 |
| 1 | DA-LITE C 72x96 PROJ. SCREEN | $262.85 | $252.73 | $252.73 |
| 7 | PS4 BUNDLE 500 GB HDD BLU-RAY HDMI | $547.62 | $509.29 | $3,565.03 |
| 6 | MICROSOFT XBOX 360 500 GB HOLIDAY BND | $292.21 | $292.21 | $1,753.26 |
| 2 | BELKIN 6FT HDMI CABLE M/M | $16.48 | $16.48 | $32.96 |
| | | | | |
| | | | | |
| | | | | |

| TOTAL: | $11,699.84 |
|---|---|

**Recommendation:** The City recommends purchase from CDWG for the Mercedes Recreational Center located at 2023 N. Washington, Mercedes, TX

**Requested by:** Olga Rocas Date 3/12/15 **UCP Approval:** Date 3/12/15

CDW·G

CDWG.com | 800.594.4239

OE400SPS

# SALES QUOTATION

| QUOTE NO. | ACCOUNT NO. | DATE |
|---|---|---|
| FZBP701 | 4433062 | 2/28/2015 |

**BILL TO:**
CITY OF MERCEDES
400 S OHIO AVE

Accounts Payable
MERCEDES , TX 78570-3120

Customer Phone #956.565.3114

**SHIP TO:**
IT DEPARTMENT
Attention To: ROBERT RUIZ
400 SOUTH OHIO

MERCEDES , TX 78570
Contact: ROBERT RUIZ 956.565.3114

Customer P.O. # USDA URBAN COUNTY QUOTE

| ACCOUNT MANAGER | SHIPPING METHOD | TERMS | EXEMPTION CERTIFICATE |
|---|---|---|---|
| DANIELLE GUIDRY 866.579.6342 | FEDEX Ground | Net 30 Days-Govt State/Local | GOVT-EXEMPT |

| QTY | ITEM NO. | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|
| 10 | 3385264 | SAMSUNG 32" LED<br>Mfg#: UN32H5203AFXZA<br>Contract: NJPA 100614#CDW Technology Catalog 100614#CDW | 302.68 | 3,026.80 |
| 2 | 3338214 | EPSON PL 1930 XGA 4200 LUMENS<br>Mfg#: V11H506020<br>Contract: NJPA 100614#CDW Technology Catalog 100614#CDW | 854.00 | 1,708.00 |
| 1 | 1100660 | EPSON DUET PORTABLE PROJ SCRN<br>Mfg#: ELPSC80<br>Contract: NJPA 100614#CDW Technology Catalog 100614#CDW | 105.00 | 105.00 |
| 4 | 3470721 | HP LASERJET PRO MFP M225DW<br>Mfg#: CF485A#BGJ<br>Contract: NJPA 100614#CDW Technology Catalog 100614#CDW | 219.27 | 877.08 |
| 2 | 3376834 | SONY WIRELESS BOOMBOX SPEAKER SYSTEM<br>Mfg#: ZSBTG900<br>Contract: NJPA 100614#CDW Technology Catalog 100614#CDW | 189.49 | 378.98 |
| 1 | 1048988 | DA-LITE C 72X96 PROJ SCREEN<br>Mfg#: 40247<br>Contract: NJPA 100614#CDW Technology Catalog 100614#CDW | 252.73 | 252.73 |
| 7 | 3640645 | PS4 BUNDLE 500GB HDD BLU-RAY HDMI<br>Mfg#: 3000818<br>Contract: NJPA 100614#CDW Technology Catalog 100614#CDW | 509.29 | 3,565.03 |
| 6 | 3640867 | MICROSOFT XBOX 360 500GB HOLIDAY BND<br>Mfg#: 3M6-00043<br>Contract: NJPA 100614#CDW Technology Catalog 100614#CDW | 292.21 | 1,753.26 |
| 2 | 1094775 | BELKIN 6FT HDMI CABLE M/M<br>Mfg#: AM22302-06<br>Contract: NJPA 100614#CDW Technology Catalog 100614#CDW | 16.48 | 32.96 |
| | | SUBTOTAL | | 11,699.84 |
| | | FREIGHT | | 0.00 |
| | | TAX | | 0.00 |

US Currency

**TOTAL 11,699.84**

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

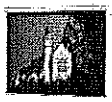
Fax: 312.752.3543

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

| | | | | |
|---|---|---|---|---|
| FZBP701 | 2/28/2015 | [illegible] COUNTY | 4433062 | $11,699.84 |

QUOTE DETAILS

| ITEM | | QTY | CDW# | UNIT PRICE | EXT. PRICE |
|---|---|---|---|---|---|
|  | **Samsung UN32H5203AF - 32" Class ( 31.5" viewable ) LED TV**<br>Mfg. Part#: UN32H5203AFXZA<br>UNSPSC: 52161505<br>Contract: NJPA 100614#CDW<br>Technology Catalog (100614#CDW) | 10 | 3385264 | $302.68 | $3,026.80 |
|  | **Epson PowerLite 1930 LCD projector**<br>Mfg. Part#: V11H506020<br>UNSPSC: 45111614<br>Contract: NJPA 100614#CDW<br>Technology Catalog (100614#CDW) | 2 | 3338214 | $854.00 | $1,708.00 |
|  | **Epson Duet Ultra Portable Projector Screen projection screen - 80 in ( 203**<br>Mfg. Part#: ELPSC80<br>UNSPSC: 45111603<br>Contract: NJPA 100614#CDW<br>Technology Catalog (100614#CDW) | 1 | 1100660 | $105.00 | $105.00 |
|  | **HP LaserJet Pro MFP M225dw ($329-$100 savings=$229, Ends 3/31)**<br>Mfg. Part#: CF485A#BGJ<br>UNSPSC: 44101503<br>Contract: NJPA 100614#CDW<br>Technology Catalog (100614#CDW) | 4 | 3470721 | $219.27 | $877.08 |
|  | **Sony ZS-BTG900 - boombox - CD**<br>Mfg. Part#: ZSBTG900<br>UNSPSC: 52161543<br>Contract: NJPA 100614#CDW<br>Technology Catalog (100614#CDW) | 2 | 3376834 | $189.49 | $378.98 |
|  | **Da-Lite Model C 72"x96" Projector Screen**<br>Mfg. Part#: 40247<br>UNSPSC: 45111603<br>Contract: NJPA 100614#CDW<br>Technology Catalog (100614#CDW) | 1 | 1048988 | $252.73 | $252.73 |
|  | **Sony PlayStation 4 - game console - 500 GB HDD - jet black**<br>Mfg. Part#: 3000818<br>Advertised Cost $547.62<br>Contract: NJPA 100614#CDW<br>Technology Catalog (100614#CDW) | 7 | 3640645 | $509.29 | $3,565.03 |
|  | **Microsoft Xbox 360 - game console - 500 GB HDD - black**<br>Mfg. Part#: 3M6-00043<br>Contract: NJPA 100614#CDW<br>Technology Catalog (100614#CDW) | 6 | 3640867 | $292.21 | $1,753.26 |
|  | **Belkin 6' HDMI Audio Video Cable**<br>Mfg. Part#: AM22302-06<br>UNSPSC: 26121604<br>Contract: NJPA 100614#CDW<br>Technology Catalog (100614#CDW) | 2 | 1094775 | $16.48 | $32.96 |

| SHIPPING DETAILS | | |
|---|---|---|
| **Shipping Address:** | **SUBTOTAL** | $11,699.84 |
| IT DEPARTMENT | **SHIPPING** | $0.00 |
| ROBERT RUIZ | **GRAND TOTAL** | **$11,699.84** |
| 400 SOUTH OHIO | CONVERT QUOTE TO ORDER | |
| MERCEDES, TX 78570 | | |
| **Phone:** (956) 565-3114 | | |
| **Shipping Method:** FEDEX Ground | | |
| **Payment Terms:** Net 30 Days-Govt State/Local | | |

Need Assistance? CDW•G SALES CONTACT INFORMATION



Danielle Guidry | (866) 579-6342 | daniqui@cdwg.com


DEAL OF THE WEEK

Every Monday. One new deal. One product.

Up to 65% off!

Be the first to know!

SUBSCRIBE





This email was sent to daniqui@cdwg.com.
Please add cdwsales@cdwemail.com to your address book.

© 2015 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

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**image001.png**
15 KB



**image002.jpg**
2 KB

# CDW Government LLC

NJPA AWARDED CONTRACT

**Contract#:** 100614-CDW
**Category:** Technology, Security & Communication Solutions
**Maturity Date:** 11/18/2018

CDW-G is a leading technology solutions provider of hardware, software, peripheral products, and professional services to governmental and educational institutions. Set apart by a commitment to deliver the best customer experience, CDW-G assists in providing what you need when you need it in a way that exceeds your expectations. As a national leader in the technology industry, CDW-G will help you choose the solution that best meets your organization's current and future technology needs. Support is provided before, during and after your technology purchase. And, your personal account manager is there to help you every step of the way. Contract includes discount on the most commonly purchased technology products. Nationally leveraged volume price advantage for all members. Your one stop total software solutions provider.

Overview

Contract Documentation

Pricing

Marketing Materials

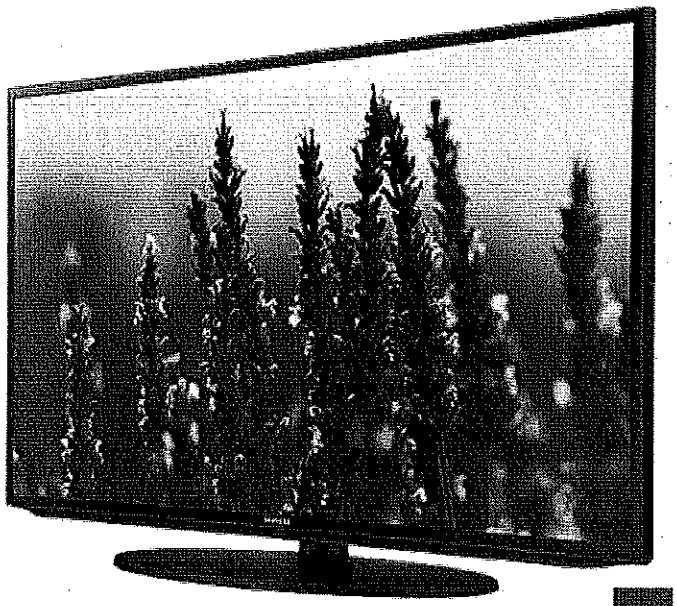
NJPA Contact Information

**HOW TO PURCHASE**
Our step-by-step guide

**Vendor Contact Info**
National NJPA Contract Sales
Direct Phone: 800-808-4239
markeli@cdwg.com
www.cdwg.com/njpa

# Samsung UN32H5203AF - 32" Class ( 31.5" viewable ) LED TV

Mfg. Part: UN32H5203AFXZA | CDW
Part: 3385264 | UNSPSC: 52161505



FEEDBACK

Take a Product Tour

1 | $321.08
NJPA 100614#CDW
Technology Catalog

**Availability: 2-4 days**

Orders placed today will ship within 4 days

- 32" Class ( 31.5" viewable )
- H5203 Series LED TV
- Smart TV
- 1080p (FullHD)

View More

**Recommended Warranty**

3 Year LCD TV Coverage ($250-499.99)

Qty | $41.74
NJPA 100614#CDW
Technology Catalog

**Recommended Service**

CDW/CDWG Asset Tag install w/o another Configuration Center service

Qty | $9.97
NJPA 100614#CDW
Technology Catalog

Add All Items To Cart

Log On to Email this page or Save as Favorite

Product Overview

**Customers Who Viewed This Product Also Viewed... (12)**



Samsung UN32EH5000 - 32" Class ( 31.5" viewable ) LED TV

Lowest Online Price



Samsung UN32EH4003 - 32" Class ( 31.5" viewable ) LED TV

Lowest Online Price



LG 32LY340C 32" LED Commercial Wide HDTV

Lowest Online Price



Sharp LC 32LE451U - 32" Class ( 31.5" viewable ) LED TV

Lowest Online Price

| $275.08 | $229.99 | $260.62 | $218.41 |
|---|---|---|---|
| NJPA 100614#CDW Technolog... | NJPA 100614#CDW Technolog... | NJPA 100614#CDW Technolog... | NJPA 100614#CDW Technolog... |
| Compare | Compare | Compare | Compare |

Compare up to **9 Similar Items** with main product  Compare

## PRODUCT OVERVIEW

### Main Features

- 32" Class ( 31.5" viewable )
- H5203 Series LED TV
- Smart TV
- 1080p (FullHD)

Experience a great picture with no compromises with Samsung 1080p Full HD. With a resolution twice as high as standard HD TVs, you can catch all the details of your favorite films and games. View every detail of action packed movies and sports with clear motion rate 120, a great level of motion clarity. The Samsung CMR uses the frame refresh rate, image processor speed and backlight technology to measure fast action.

The screen mirroring feature allows you to mirror your phone or other compatible mobile device's screen onto the TVs screen wirelessly. This feature allows you to use your big screen television instead of your devices smaller screen for showing content, media playback, or other function.

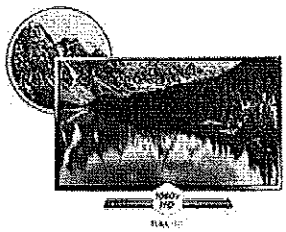
### Energy/Environment standards

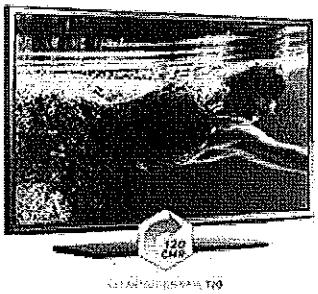
ENERGY STAR Qualified **Yes**

**Product Features**

**Full HD Resolution**

Experience a great picture with no compromises with Samsung 1080p Full HD. With a resolution twice as high as standard HD TVs, you can catch all the details of your favorite films and games.



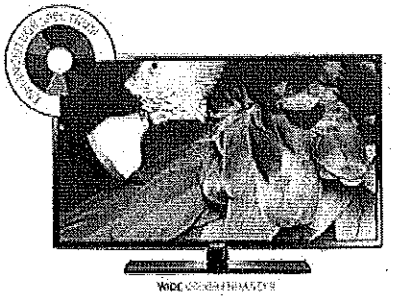


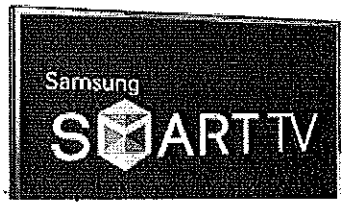
**Clear Motion Rate 120**

View every detail of action packed movies and sports with Clear Motion Rate 120, a great level of motion clarity. The Samsung CMR uses the frame refresh rate, image processor speed and backlight technology to measure fast action.

**Wide Color Enhancer Plus**

With Wide Color Enhancer Plus, you'll witness a wider spectrum of colors on your screen, just like the director intended. You'll enjoy enriched colors while watching your favorite movies, and shows, even if it's older, non-HD content.



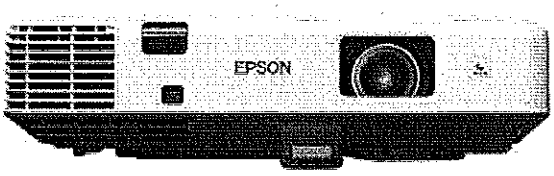



**Smart TV**

Explore movies, shows, apps and more on the intuitive and intelligent Samsung Smart TVs. Browse a new world of TV entertainment quickly and simply with a powerful processor and helpful tools like S Recommendation.

# Epson PowerLite 1930 LCD projector

Mfg. Part: V11H506020 | CDW Part: 3338214 | UNSPSC: 45111614




1 | $926.57

NJPA 100614#CDW
Technology Catalog
Lease Option ($28.91/month)

**Availability:** In Stock

Ships today if ordered within 4 hrs 50 mins

- LCD projector
- 4200 lumens
- 1024 x 768
- 4:3
- LAN with 2 years Epson Road Service Program

View More

**Recommended Service**

CDW/CDWG Asset Tag install w/o another Configuration Center service

Qty | $9.97

NJPA 100614#CDW
Technology Catalog

Add All Items To Cart

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FEEDBACK

Take a Product Tour

## PRODUCT OVERVIEW

### Main Features

- LCD projector
- 4200 lumens
- 1024 x 768
- 4:3
- LAN with 2 years Epson Road Service Program

Keep presentations shining bright, even in ambient light, with the PowerLite 1930, featuring 4200 lumens of color brightness and 4200 lumens of white brightness. Offering 3x Brighter Colors than competitive models, Epson 3LCD projectors ensure bright, vivid presentations. Designed for corporate, education and house of worship use, this feature-packed solution projects vibrant images in virtually any setting. It can be easily carried between meeting rooms and classrooms or installed in small- to medium-size venues. Award-winning Faroudja DCDi technology reduces noise and enhances sharpness, creating smooth video images. And, Split Screen enables you to conveniently display content from two different sources simultaneously. The PowerLite 1930 truly is a bright solution for all your presentation needs.

Videos

Color brightness Summarized




Color brightness Summarized




3LCD Overview Explained




Projectors vs. Flat Panel TVs



Epson Duet Portable Screen



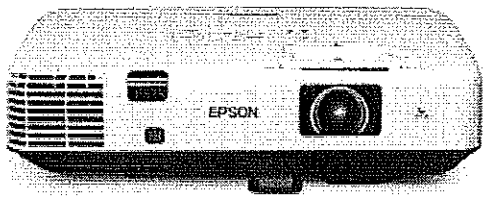

How to Buy a New Projector

See More: In the Box

**Product Features**

**PowerLite 1930 XGA 3LCD Projector**

**Why Buy?**



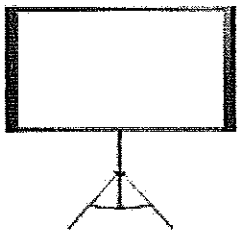

**A bright projector solution for smaller venues.**
Keep presentations shining bright, even in ambient light, with the PowerLite 1930, featuring 4200 lumens of color brightness and 4200 lumens of white brightness[2]. Offering 3x Brighter Colors[1] than competitive models, Epson® 3LCD projectors ensure bright, vivid presentations. Designed for corporate, education and house of worship use, this feature-packed solution projects vibrant images in virtually any setting. It can be easily carried between meeting rooms and classrooms or installed in small- to medium-size venues. Award-winning Faroudja DCDi® technology reduces noise and enhances sharpness, creating smooth video images. And, Split Screen[3] enables you to conveniently display content from two different sources simultaneously. The PowerLite 1930 truly is a bright solution for all your presentation needs.

Key Features

- **3x Brighter Colors[1], and reliable performance** — 3LCD, 3-chip technology
- **One measurement of brightness is not enough** — look for both high color brightness and high white brightness. The PowerLite 1930 has:
  - **Color Brightness** — 4200 lumens[2]
  - **White Brightness** — 4200 lumens[2]
- **Amazing image quality** — XGA (1024 x 768) resolution
- **Advanced connectivity** — Digital DisplayPort ™, HDMI ™, VGA, Composite and USB
- **Feature-rich** — Split Screen[3], PC-free presentations with PDF viewer, automatic vertical image correction, easy-slide horizontal keystone correction, DICOM® Simulation Mode[4] and more
- **Powerful video performance** — Faroudja DCDi Cinema®, deinterlacing, noise reduction and sharpness enhancement for ultra smooth video

# Epson Duet Ultra Portable Projector Screen projection screen – 80 in ( 203

Mfg. Part: ELPSC80 | CDW Part: 1100660 | UNSPSC: 45111603



1 | $137.24

NJPA 100614#CDW Technology Catalog

## Availability: In Stock

Ships today if ordered within 4 hrs 49 mins

- Projection screen
- 80 in ( 203 cm )
- 16:9 / 4:3
- for EB G5200; EMP 400; MovieMate 50
- 55
- 72; PowerLite 18XX
- 400

View More

Add To Cart

Log On to Email this page or Save as Favorite

Take a Product Tour

Product Overview

FEEDBACK

## Customers Who Viewed This Product Also Viewed... (12)



Epson Ultra Portable Projector Screen ES3000 - projection...

Lowest Online Price
**$228.74**
NJPA 100614#CDW.Technolog...
Compare



Epson ES1000 Ultra Portable Tabletop Projection Screen -...

Lowest Online Price
**$91.49**
NJPA 100614#CDW Technolog...
Compare



Quartet Portable Tripod Projection Screens - projection screen

Lowest Online Price
**$204.44**
NJPA 100614#CDW Technolog...
Compare



Quartet Portable Tripod Projection Screen 560S - projection...

Lowest Online Price
**$155.16**
NJPA 100614#CDW Technolog...
Compare

## PRODUCT OVERVIEW

### Main Features

- Projection screen
- 80 In ( 203 cm )
- 16:9 / 4:3
- for EB G5200; EMP 400; MovieMate 50
- 55
- 72; PowerLite 18XX
- 400
- 6110
- 77
- 822
- 83
- S5

The first ultra portable projection screen to offer both standard (4: 3) and widescreen (16: 9) formats, the Duet ultra portable projection screen from Accolade provides the perfect solution for both business presentations and home theater applications.

Use the included floor stand to set up your screen. Or, mount it to the wall with the included bracket. Then, pull the screen out to the size that works best for you, 65 inches for standard viewing or 80 inches for widescreen viewing.

With the innovative, patent-pending, design, setup couldn't be easier. In no time at all, you'll be ready to sit back and enjoy brilliant images on a bright white screen. When it's time to shut down, Duet stores quickly and easily.

**Introduction**

**One screen – two sizes**

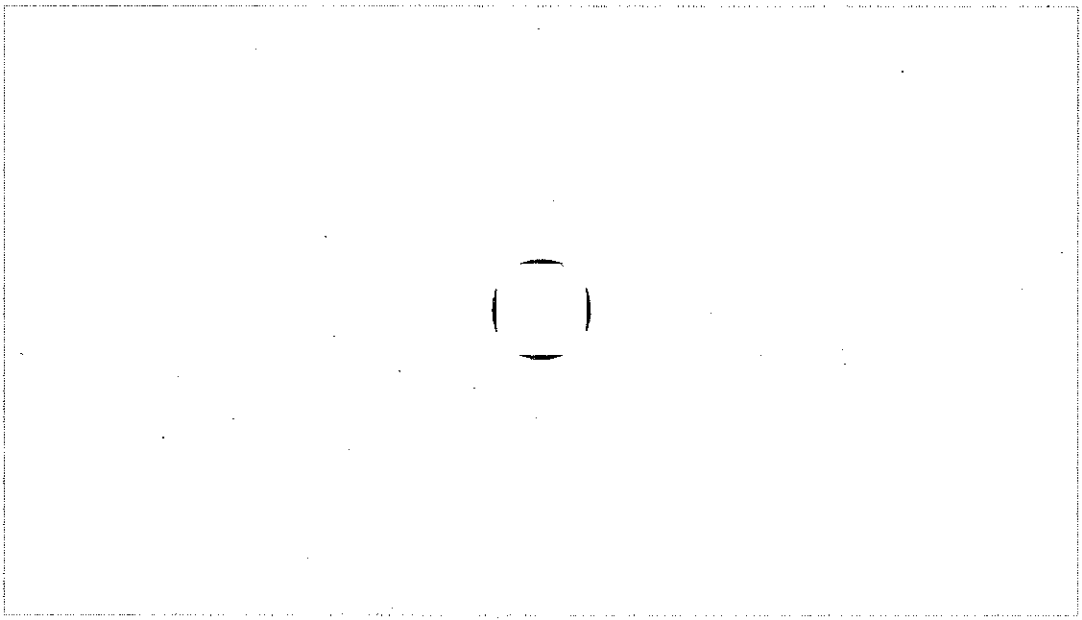
The first ultra portable projection screen to offer both standard (4:3) and widescreen (16:9) formats, the Duet™ ultra portable projection screen from Accolade™ provides the perfect solution for both business presentations and home theater applications.

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With the innovative, patent-pending, design, setup couldn't be easier. In no time at all, you'll be ready to sit back and enjoy brilliant images on a bright white screen. When it's time to shut down, Duet stores quickly and easily.

**See More:** Introduction

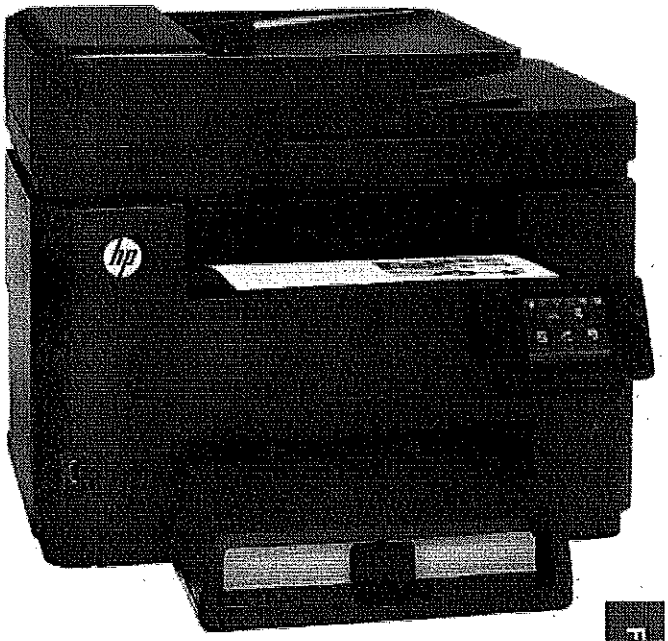
**Videos**



Color brightness Summarized

# HP LaserJet Pro MFP M225dw ($329-$100 savings=$229, Ends 3/31)

Mfg. Part: CF485A#BGJ | CDW Part: 3470721 | UNSPSC: 44101503



Rollover To Zoom

Take a Product Tour

FEEDBACK

1 $219.27

NJPA 100614#CDW
Technology Catalog

## Availability: In Stock

Ships today if ordered within 4 hrs 41 mins

- Multifunction printer
- B/W
- laser
- Legal (8.5 in x 14 in) (original)
- Legal (media)
- up to 26 ppm (copying)
- up to 26 ppm (printing)

View More

### Recommended Warranty

3Y Printers and All in One RPL PLAN(200-349)

Qty $35.25

NJPA 100614#CDW
Technology Catalog

### Recommended Service

CDW HARDWARE INSTALLED ON DESKTOP/NOTEBOOK/PRINTER

Qty $17.95

NJPA 100614#CDW
Technology Catalog

Add All Items To Cart

Log On to Email this page or Save as Favorite

Product Overview

### Customers Who Viewed This Product Also Viewed... (12)



HP LaserJet Pro MFP M225dn



HP LaserJet Pro MFP M127fn ($209-$40 savings=$169, Ends 3/31)



HP LaserJet Pro 400 M425dn MFP



HP LaserJet 200 MFP M276NW

| Lowest Online Price<br>**$267.14**<br>NJPA 100614#CDW Technolog...<br>☐ Compare | Lowest Online Price<br>**$161.82**<br>NJPA 100614#CDW Technolog...<br>☐ Compare | Lowest Online Price<br>**$477.79**<br>NJPA 100614#CDW Technolog...<br>☐ Compare | Lowest Online Price<br>**$410.77**<br>NJPA 100614#CDW Technolog...<br>☐ Compare |
|---|---|---|---|

Compare up to **9 Similar Items** with main product  Compare

## PRODUCT OVERVIEW

### Main Features

- Multifunction printer
- B/W
- laser
- Legal (8.5 in x 14 in) (original)
- Legal (media)
- up to 26 ppm (copying)
- up to 26 ppm (printing)
- 250 sheets
- 33.6 Kbps
- LAN
- Wi-Fi(n)
- USB 2.0

This powerful MFP increases productivity with automatic two-sided printing, an intuitive touchscreen with scan-to options, easy wireless connectivity, built-in networking, security features, and mobile printing options.

### Energy/Environment standards

| | |
|---|---|
| Blue Angel Compliant | **Yes** |
| ENERGY STAR Qualified | **Yes** |

## Key Specifications

| **Up to 26 ppm** | **Yes** | **256MB** | **25 to 400%** | **Up to 1200 dpi** | **Yes** |
|---|---|---|---|---|---|
| ppm black | wireless | memory | copy reduce / enlarge | scan resolution | fax |

## Product Overview

- Document tasks simplified—at your desktop and beyond
- Save time and help reduce paper costs, using reliable automatic two-sided printing and copying
- Scan and send digital files directly to a USB drive, the cloud, email or network folders[1]
- Easily print from mobile devices[2] and connect via Ethernet and wireless connectivity[3]

## This product has



**First page out**

First page out as fast as 8 seconds



**Automatic 2-sided printing**

Save paper and time using automatic 2-sided printing



**Ethernet**

Connect printing devices to PCs securely with built-in Ethernet ports

# Sony ZS-BTG900 - boombox - CD

SONY Mfg. Part: ZSBTG900 | CDW Part: 3376834 | UNSPSC: 52161543

1 $189.49

NJPA 100614#CDW Technology Catalog

## Availability: In Stock

Ships today if ordered within 4 hrs 40 mins

- Boombox
- 20 Watt
- black

View More

### Recommended Warranty

SONY 3 YR ACCIDENTAL DAMAGE PLAN

Qty $33.39

NJPA 100614#CDW Technology Catalog

Add All Items To Cart

Log On to Email this page or Save as Favorite

Take a Product Tour

Product Overview

### Customers Who Viewed This Product Also Viewed... (12)



Califone Spirit SD - boombox - CD

Lowest Online Price
**$122.86**
NJPA 100614#CDW Technolog...



Da-Lite Model C 72"x96" Projector Screen

Lowest Online Price
**$262.85**
NJPA 100614#CDW Technolog...



HP LaserJet Pro MFP M225dw ($329-$100 savings=$229, Ends 3/31)

Lowest Online Price
**$219.27**
NJPA 100614#CDW Technolog...



Epson PowerLite 1930 LCD projector

Lowest Online Price
**$926.57**
NJPA 100614#CDW Technolog...

Compare

Compare up to **9 Similar Items** with main product

## PRODUCT OVERVIEW

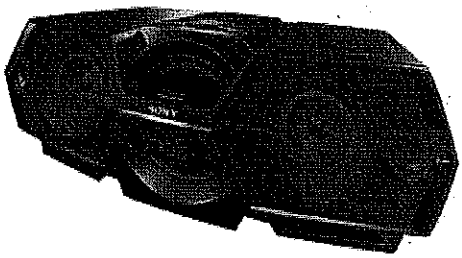
### Main Features

- Boombox
- 20 Watt
- black

Introducing convenient and powerful portable audio-the ZS-BTG900 Boombox. With Bluetooth® audio streaming capability and One-touch listening via NFC, 20 Watt output power with component stereo speakers[1] and Power-Drive Woofer, and either AC or up to 26-hour battery operation[3], you'll be ready for fun no matter where you go!

### Bluetooth Boombox with NFC

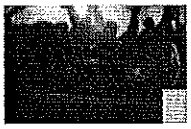
Introducing convenient and powerful portable audio-the ZS-BTG900 Boombox. With Bluetooth® audio streaming capability and One-touch listening via NFC, 20 Watt output power with component stereo speakers1 and Power-Drive Woofer, and either AC or up to 26-hour battery operation3, you'll be ready for fun no matter where you go!



### Media








### Features

#### Enjoy full-function, portable sound

Add some life to the party with the ZS-BTG900 boombox, featuring stereo component speakers along with a Power Drive Woofer, 20 watts[1], and a 6-preset equalizer for optimized sound at the press of a button.

#### Stream your music wirelessly

Unleash your music with Bluetooth® audio streaming functionality and wirelessly control the fun with your enabled music devices, digital music player, smartphone, tablet, or computers.

#### One-touch listening with NFC

Enjoy convenient Bluetooth® pairing with Near Field Communications (NFC) technology. Simply align the NFC logos and tap to: power the boombox on, activate Bluetooth®, pair the two devices, and stream your music.

#### Enjoy Multiple Sound Modes

Select from 6 different Preset EQ curves [Rock, Pop, Hip-Hop, Regueton, Electronica, and Flat] for optimized listening pleasure at the push of a button.

#### Light Sync

Light Sync, in conjunction with the Power Drive Woofer, delivers lighting effects in-step with the selected music source.

#### Enjoy FM/AM Radio

A built-in digital FM/AM Stereo Tuner with 30 station preset memory (20 FM, 10 AM) lets you choose from a wide variety of radio, talk and music programming.

# Da-Lite Model C 72"x96" Projector Screen

NO MORE AVAILABLE

Mfg. Part: 40247 | CDW Part: 1048988 |
UNSPSC: 45111603

1 $262.85

NJPA 100614#CDW
Technology Catalog

**Availability: 1-3 days**

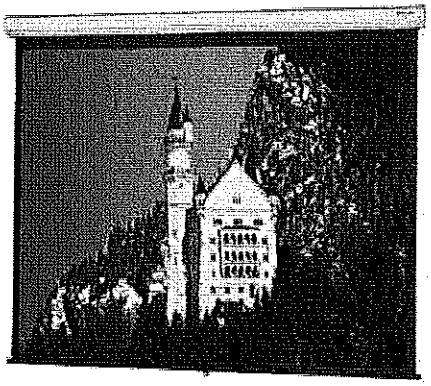
Orders placed today will ship within 3 days

- 6' x 8'
- Projection Screen
- Square
- Matte White

View More

Add To Cart

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Product Overview

FEEDBACK

**Customers Who Viewed This Product Also Viewed... (12)**



InFocus Manual Pull Down Screen - projection screen - 109 in (...

Lowest Online Price
**$190.32**
NJPA 100614#CDW Technolog...

Compare



Epson PowerLite 1930 LCD projector

Lowest Online Price
**$926.57**
NJPA 100614#CDW Technolog...



Sony ZS-BTG900 - boombox - CD

Lowest Online Price
**$189.49**
NJPA 100614#CDW Technolog...



InFocus Wall Mount Extension Brackets - mounting component

Lowest Online Price
**$18.50**
NJPA 100614#CDW Technolog...

Compare up to **9 Similar Items** with main product



Compare

## PRODUCT OVERVIEW

### Main Features

- 6' x 8'
- Projection Screen
- Square
- Matte White

The Model C is ideal for large size conference or training rooms. Permanently lubricated steel ball bearings combined with nylon bushings and heavy-duty spring assembly offer smooth operation even in demanding applications. Optional floating mounting brackets allow the Model C to be mounted onto wall or ceiling studs and aligned left or right after installation by releasing two sets of screws.

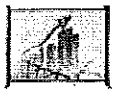
## TECHNICAL SPECIFICATIONS

### Customers With Similar Interests Also Viewed (8)



Epson Ultra Portable Projector Screen ES3000 - projection...

Lowest Online Price
**$228.74**
NJPA 100614#CDW Technolog...
☐ Compare



Epson ES1000 Ultra Portable Tabletop Projection Screen -...

Lowest Online Price
**$91.49**
NJPA 100614#CDW Technolog...
☐ Compare



Quartet Portable Tripod Projection Screens - projection screen

Lowest Online Price
**$204.44**
NJPA 100614#CDW Technolog...
☐ Compare



Quartet Portable Tripod Projection Screen 560S - projection...

Lowest Online Price
**$155.16**
NJPA 100614#CDW Technolog...
☐ Compare

Compare up to **9 Similar Items** with main product  Compare

### Recently Viewed (9)



Sony ZS-BTG900 - boombox - CD ...

Lowest Online Price
**$189.49**
NJPA 100614#CDW Technolog...



HP LaserJet Pro MFP M225dw ($329-$100 savings=$229, Ends ...

Lowest Online Price
**$219.27**
NJPA 100614#CDW Technolog...



Epson Duet Ultra Portable Projector Screen projection scr ...

Lowest Online Price
**$137.24**
NJPA 100614#CDW Technolog...
☐ Compare



Epson PowerLite 1930 LCD projector ...

Lowest Online Price
**$926.57**
NJPA 100614#CDW Technolog...

Compare up to **9 Similar Items** with main product  Compare

## RE: Verification of Pricing

**From :** Danielle Guidry <DANIGUI@cdwg.com> Tue, Mar 10,
**Subject :** RE: Verification of Pricing
**To :** 'Monica Leal' <monica.leal@co.hidalgo.tx.us>

Hi Monica,

The updated quote is attached. The Advertised Cost for EDC 3640645 is $547.62. The item is not listed online because it is a special order item just for the City of Mercedes/Urban C not eligible for purchase by other agencies. Please let know if you have any questions or concerns!

Best,
Danielle

**Danielle Guidry**
Account Manager | CDW-G
120 S. Riverside | Chicago, IL, 60606
Direct: 312.705.3251 | Toll Free: 866.579.6342
Fax: 312.752.3543




**From:** Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
**Sent:** Tuesday, March 10, 2015 4:28 PM
**To:** Danielle Guidry
**Subject:** Verification of Pricing

Good afternoon Danielle,

Can you please assist me with providing me with a list price for the PS4 Bundle 500GB HDD BLU-RAY HDMI (product #3640645)?

Respectfully,

*Monica Leal*

Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Office: 956.787.8127 ext. 2235
Direct: 956.292.7000 ext. 2235

"For I know the plans I have for you declares the Lord, plans to prosper you, and not to harm you, plans to give you hope and a future" Jeremiah 29:11

---

**From :** Danielle Guidry <DANIGUI@cdwg.com> Tue, Mar 10, 2
**Subject :** CDW-G Quote Confirmation: Quote #FZBP701/P.O. Ref. USDA URBAN COUNTY
**To :** Danielle Guidry <DANIGUI@cdwg.com>
**Reply To :** Danielle Guidry <DANIGUI@cdwg.com>

View in a browser

**QUOTE CONFIRMATION**

CDW·G PEOPLE WHO GET IT

**DEAR ROBERT RUIZ,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---|---|---|---|---|
| | | USDA URBAN | | |

# Microsoft Xbox 360 – game console – 500 GB HDD – black

Microsoft Hardware

Mfg. Part: 3M6-00043 | CDW Part: 3640867

1 | $292.21

NJPA 100614#CDW Technology Catalog

**Availability: 8–10 days**

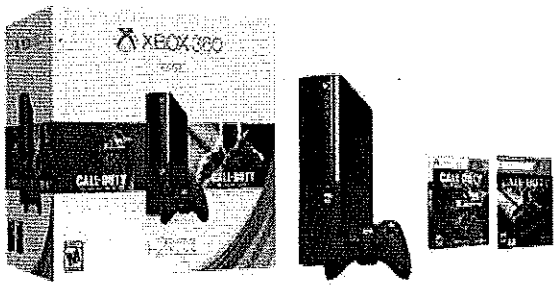
Orders placed today will ship within 10 days

- Game console
- 500 GB HDD
- black
- Call of Duty: Black Ops 2
- Call of Duty: Ghosts

View More

Add All Items To Cart

Log On to Email this page or Save as Favorite




Product Overview

## Top Products (5)



Microsoft Xbox One - Assassin's Creed Unity Bundle - game...

Lowest Online Price
**$419.30**
NJPA 100614#CDW Technolog...
Compare



Nintendo 3DS XL - handheld game console - blue

Lowest Online Price
**$239.34**
NJPA 100614#CDW Technolog...
Compare



Crucial Ballistix Sport - DDR3 - 16 GB : 2 x 8 GB - DIMM 240-pin

Lowest Online Price
**$131.73**
NJPA 100614#CDW Technolog...
Compare



Killzone Shadow Fall - Sony PlayStation 4

Lowest Online Price
**$46.38**
NJPA 100614#CDW Technolog...
Compare

Compare up to **9 Similar Items** with main product Compare

## PRODUCT OVERVIEW

### Main Features

- Game console
- 500 GB HDD
- black
- Call of Duty: Black Ops 2
- Call of Duty: Ghosts

Unwrap a bundle of fun with the Xbox 360 500 GB Holiday Value Bundle. The Xbox 360 E console is sleek and super-quiet and comes with a wireless controller, while the spacious 500 GB hard drive has loads of space for your games and movies. Plus, with built-in Wi-Fi, it's easy to connect to Xbox Live to access tons of great entertainment, from HD movies and TV shows to live sports.

## TECHNICAL SPECIFICATIONS

## ACCESSORIES

### Customers With Similar Interests Also Viewed (12)



Epson PowerLite 1930 LCD projector

Lowest Online Price
**$926.57**
NJPA 100614#CDW Technolog...



HP LaserJet Pro MFP M225dn

Lowest Online Price
**$267.14**
NJPA 100614#CDW Technolog...



HP LaserJet Pro MFP M127fn ($209-$40 savings=$169, Ends 3/31)

Lowest Online Price
**$161.82**
NJPA 100614#CDW Technolog...



HP LaserJet Pro 400 M425dn MFP

Lowest Online Price
**$477.79**
NJPA 100614#CDW Technolog...

### Recently Viewed (9)



Da-Lite Model C 72"x96" Projector Screen ...

Lowest Online Price
**$262.85**
NJPA 100614#CDW Technolog...



Sony ZS-BTG900 - boombox - CD ...

Lowest Online Price
**$189.49**
NJPA 100614#CDW Technolog...



HP LaserJet Pro MFP M225dw ($329-$100 savings=$229, Ends ...

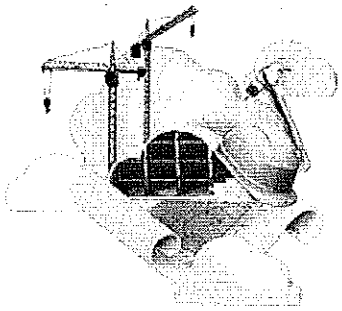
Lowest Online Price
**$219.27**
NJPA 100614#CDW Technolog...



Epson Duet Ultra Portable Projector Screen projection scr ...

Lowest Online Price
**$137.24**
NJPA 100614#CDW Technolog...

Compare up to **9 Similar Items** with main product



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**HOW WE DO IT**

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Sales Support
Technical Support
Website Support

Brands
Catalog Request
Contract Center
Product Finders
Subscription Center

**MOBILE**

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iPhone App

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Copyright © 2007 - 2015 CDW. All Rights Reserved.

BBB ACCREDITED BUSINESS
BBB Rating: A+

Norton SECURED
powered by VeriSign

# Belkin 6' HDMI Audio Video Cable

belkin Mfg. Part: AM22302-06 | CDW Part: 1094775 | UNSPSC: 26121604

1 $16.48

NJPA 100614#CDW
Technology Catalog

**Availability: In Stock**

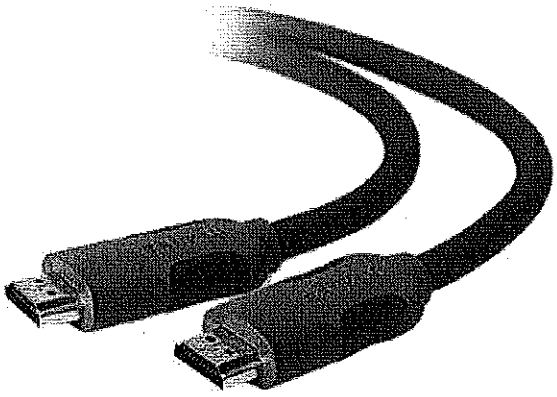
Ships today if ordered within 4 hrs 39 mins

- FULL HDTV 1080p HDMI 1.3

View More

Add To Cart

Log On to Email this page or Save as Favorite



## PRODUCT OVERVIEW

FEEDBACK

### Main Features

- FULL HDTV 1080p HDMI 1.3

Features:

- Enhances graphics by providing full, high-definition video up to 1080p
- Supports HDMI 1.3 and all standard and high-definition video formats
- Delivers up to 8-channel, uncompressed digital audio for the ultimate surround sound
- Protects against outside interference using double-shielding
- Provides corrosion resistance and durability with 24k gold plating

## TECHNICAL SPECIFICATIONS

**Customers Who Viewed This Product Ultimately Bought... (12)**



Peerless SmartMount Universal



Targus Premiere 15.4"



StarTech.com HDMI to VGA



Samsung Smart Signage TV -

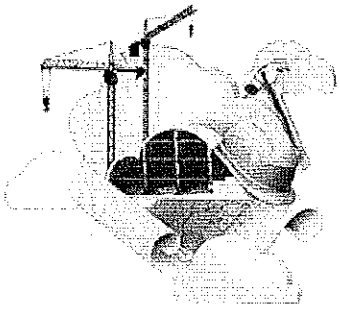
| Flat Wall Mount-Trade Compliant | Notebook Case | Adapter Converter for Desktop / | 48" LED Rated (16x7) 3yr (RM48D) |
|---|---|---|---|
| Lowest Online Price<br>**$34.13**<br>NJPA 100614#CDW Technolog... | Lowest Online Price<br>**$31.54**<br>NJPA 100614#CDW Technolog... | Lowest Online Price<br>**$30.36**<br>NJPA 100614#CDW Technolog...<br>☐ Compare | Lowest Online Price<br>**$727.50**<br>NJPA 100614#CDW Technolog... |

Compare up to **9 Similar Items** with main product

Compare

## Recently Viewed (9)

|  |  |  |  |
|---|---|---|---|
| Microsoft Xbox 360 - game console - 500 GB HDD - black ... | Da-Lite Model C 72"x96" Projector Screen ... | Sony ZS-BTG900 - boombox - CD ... | HP LaserJet Pro MFP M225dw ($329-$100 savings=$229, Ends ... |
| Lowest Online Price<br>**$292.21**<br>NJPA 100614#CDW Technolog... | Lowest Online Price<br>**$262.85**<br>NJPA 100614#CDW Technolog... | Lowest Online Price<br>**$189.49**<br>NJPA 100614#CDW Technolog... | Lowest Online Price<br>**$219.27**<br>NJPA 100614#CDW Technolog... |



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Diversity
Investor Relations
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Solutions and Services

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BBB ACCREDITED BUSINESS
BBB Rating: A+

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**AI -48893** **Urban County** **16. C.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

**Department:** URBAN COUNTY

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## Information

**CAPTION**

Urban County Program on behalf of the **City of Weslaco** is requesting authority to purchase five (5) seat lounge sofas for the Public Library. Purchase will be made from Gateway Printing & Office Supply, Inc. (TXMAS # 11-71050) an approved vendor through Hidalgo County's membership and participation with TXMAS. The total amount of purchase is $5,393.90, utilizing FY 25 (2012) Weslaco – Public Service (general) line item.

**BACKGROUND**

The five (5) seat lounge sofas purchased will be utilized at the Mayor Joe V. Sanchez Public Library. See attached quote.

Vendor: **Gateway Printing & Office Supply, Inc.**
Purchase Amount: $ 5,393.90
Funds Available: $31,367.30 FY 25 (2012) Public Service (general)

---

## Fiscal Impact

## Attachments

City of Weslaco price Quote for lounge sofas Public Library

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/12/2015 03:48 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Olga Lerma | | Started On: 03/12/2015 02:12 PM |
| Final Approval Date: 03/13/2015 | | |

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

**Name of Cooperative:** TXMAS **Person Contacted:** Judy Witt

**Purchase #1** **Vendor Name:** Gateway **Contract No. :** 11-71050 **Phone:** (956)-240-1689

| Quantity | Description of Items | Price per Unit | Total Amount |
|---|---|---|---|
| 5 | National N32HHW RENO, 2.5 SEAT LOUNGE, Color: Marine Blue 41321 | $1,023.78 | $5,118.90 |
| 5 | Labor to receive, inspect, install | $55.00 | $275.00 |
| | | | |
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| TOTAL: | $5,393.90 |
|---|---|

**Recommendation:** Purchase

**Requested by:** Date 3/9/15

Interim City Manager, Mike R. Perez

**UCP Approval:** Date 3-12-15

MAR 11 2015

OL

# Furniture Quote

## TX MAS

315 South Closner
Edinburg, Tx 78539
Ph# (956)-240-1689
Fx# (956)-424-7780

**Quote#** 5510 **Date:** 3/10/2015

**Salesperson:** 122 **Judy Witt**

| | |
|---|---|
| **Acct#** | **Dept#** |
| **Company Name** | City of Weslaco |
| **Address** | 525 W. Kansas |
| **City, State Zip** | Weslaco, Texas 78596 |
| **Phone** | 956.968.4533 |
| **Fax** | |
| **Contact Name 1** | Arnoldo Becho |
| **Email Address Contact** | abechp@weslacopl.us |

| Vendor | Item Number | Description | Unit | Qty | List Price | Sell Price | Extended Sell |
|---|---|---|---|---|---|---|---|
| National | N32HHW | RENO,2.5 SEAT LOUNGE,WOOD LEG AUTUMN UPH GRADE 4 MARINE BLUE 41321 | | 5 | $2,521.00 | $1,023.78 | $5,118.90 |
| Gateway | | Labor to receive, inspect, install & remove debris during normal business hours | | 5 | | $55.00 | $275.00 |

| | |
|---|---|
| **Sub Total** | $5,393.90 |
| **Sales Tax** | $0.00 |
| **Down Payment** | $0.00 |
| **Total** | $5,393.90 |

**Delivery Instructions**

Quote valid to 7/1/2015

Make purchase order to:

National Office Furniture, Inc
C/O Gateway Printing & Office Supply, Inc.
1205 Kimball Blvd.
Jasper, IN 47549

Contract Number TXMAS-11-71050

Ship to:

Gateway Distribution Center
300 West Chapin
Edinburg, TX 78541

| Item | ✓ | | | | Preview | Mfg | Cat | Part Number | Part Description | Category | Qty | List | Sell | Ext List | Ext Sell |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | NOF | NL1 | N32HHW | RENO,2.5 SEAT LOUNGE,WOOD LEGS | Lounge | 5 | $ 2,521.00 | $ 1,023.78 | $ 12,605.00 | $ 5,118.90 |
| | | | | | | | | 4 | GRADE 4 | | | | | | |
| | | | | | | | | 41321 | SILVERTEX MARINE BLUE | | | | | | |
| | | | | | | | | X | NO GROMMET | | | | | | |
| | | | | | | | | X | NO CUP HOLDER | | | | | | |
| | | | | | | | | AC | AUTUMN | | | | | | |
| | | | | | | | | | UPH TBD | | | | | | |
| | | | | | | | | | **Grand Total** | | | | | **$ 12,605.00** | **$ 5,118.90** |

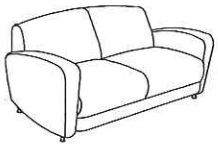
# Reno

**To Order, Specify:**

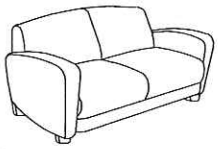
1. Model Number
2. Fabric Grade / Cover Number
3. Power Grommet
4. Cup Holder
5. Tablet and Finish (when applicable)
6. Paint (when applicable)
7. Wood Leg Finish (when applicable)

• See page 263 for Reno options

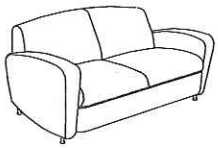
**2½ Seat Lounge**



Metal Legs



Wood Legs



Removable Seat Cushions

| Model No. | | Grade / List Price | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 6 | 7 | L7 | L8 |
| N32HHM | Metal Legs | $ 1979 | 2168 | 2267 | 2411 | 2825 | 3176 | 4841 | 5381 |
| N32HHW | Wood Legs | 2089 | 2278 | 2377 | 2521 | 2935 | 3286 | 4951 | 5491 |
| N32HHMS | Metal Legs – Removable Seat Cushion | 2061 | 2273 | 2384 | 2546 | 3010 | 3404 | 5273 | 5879 |
| N32HHWS | Wood Legs – Removable Seat Cushion | 2171 | 2383 | 2494 | 2656 | 3120 | 3514 | 5383 | 5989 |

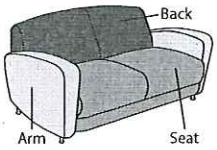
**Dimensions**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Width | 67½ | Arm Height | 27 | Seat Width | 55¾ | Weight | 125 |
| Depth | 34½ | Seat Height | 19 | | | Cubic Ft. | 56.1 |
| Height | 33 | Seat Depth | 21¼ | | | | |

• Contrasting fabric option – specify X (i.e., N32HHMX). For list pricing, use your electronic specification tool or contact customer service

**To Order Contrasting Fabric, Specify:**

1. Model Number plus "X"
2. Back Fabric Grade Number/Cover Number
3. Seat Fabric Grade Number/Cover Number
4. Arm Fabric Grade Number/Cover Number
5. Power Grommet
6. Cup Holder
7. Paint (when applicable)
8. Wood Leg Finish (when applicable)




Contrasting Fabric

# Contract Details: # TXMAS-11-71050

**Search for items in this contract (/ex_search/false/contract_number/TXMAS~11~71050)**

| | |
|---|---|
| **Number** | TXMAS-11-71050 |
| **Description** | Office Furniture |
| **Category** | TxSmartBuy |
| **Type** | TXMAS |
| **Start Date** | 5/5/2011 |
| **End Date** | 3/30/2016 |
| **Fed** | GS-27F-0034X |
| **Purchase Category Code(Agencies Only)** | PCC X |
| **Optional Renewal Terms** | This Texas Multiple Award Schedule (TXMAS) contract is renewed on the date that the governmental entity that awarded the underlying contract exercises any renewal options. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to the underlying contract. |
| **Purchase Orders** | Only purchase orders issued through TxSmartBuy are eligible for contract pricing. Contractors cannot ship any products or provide services until issuance through TxSmartBuy and receipt of a Purchase Order. If a TXMAS contract does not have items available in the TxSmartBuy system, a quote order line item should be added to the cart with an attachment that describes order details. |
| **Order Limitation** | The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to the pricing of the underlying contract. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed. |

**Fax:** (713) 934-6472

**Address:** Peter Brodsky Business Interiors By Staples - San Antonio Staples Contract And Commercial, Inc. 6400 Hollister Houston TX 77040

**Dealer VID:** 14520406621

**Dealer:** SpencerHUB, LLC

**Email:** ellaine@spencer-furniture.com

**Phone:** (214) 237-6843

**Address:** Ellaine Stanford SpencerHUB, LLC 150 Turtle Creek Blvd., #205 Dallas TX 75207

**Dealer VID:** 741502629700

**Dealer:** Gateway Printing & Office Supply, Inc. - Stafford

**Email:** larry@gatewayp.com

**Phone:** (956) 244-4428

**Address:** Larry Talbert Gateway Printing & Office Supply, Inc. - Stafford 13003 Southwest Fwy. Stafford TX 77477

**Dealer VID:** 1741502926700

**Dealer:** Gateway Printing & Office Supply, Inc. - Corpus Christi

**Email:** larry@gatewayp.com

**Phone:** (956) 244-4428

**Address:** Larry Talbert Gateway Printing & Office Supply, Inc. - Corpus Christi 4934 Greenwood Dr. Corpus Christi TX 78416

**AI -48874** **Urban County** **16. D.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

**Department:** URBAN COUNTY

---

## Information

**CAPTION**

Urban County Program on behalf of the **City of Mercedes** is requesting *authority to purchase* thirty (30) computers for the **Mercedes Recreational Center**. Purchase will be made from Dell (contract # DIR-SDD-1951) an approved vendor through Hidalgo County's membership and participation with the Department of Information Resources. The total amount of purchase is $24,277.50, utilizing FY 27 (2014) Public Service (General) - Mercedes Recreational Center funds.

**BACKGROUND**

The computers will be utilized at the Mercedes Recreational Center. See attached quote.

Vendor: **Dell**
Purchase Amount: **$24,277.50**
Funds Available: $ 83,804.00 FY 27 (2014) Public Service (General) – Mercedes Recreational Center funds

---

## Fiscal Impact

## Attachments

Mercedes Recreational Center Quotation

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/12/2015 10:08 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Olga Lerma | | Started On: 03/12/2015 09:15 AM |
| Final Approval Date: 03/13/2015 | | |

MAR -9 2015

mc

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

**Name of Cooperative:** DIR **Person Contacted:** Lee58 Kendrick/Daniel Molinari

**Purchase #1** **Vendor Name:** Dell **Contract No. :** DIR-SDD-1951 **Phone:** 1-800-571-3355

| Quantity | Description of Items | List Price per Unit | Discounted price | Total Amount |
|---|---|---|---|---|
| 30 | OptiPlex 9030 AIO BTX (210-ACLJ) | $1,498.57 | $809.25 | $24,277.50 |
| | | | | |
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| TOTAL: | **$24,277.50** |
|---|---|

**Recommendation:** The City recommends purchase of the computers for the Mercedes Recreational Center located at 2023 N. Washington, Mercedes, TX

**Requested by:** Olga Rosas Date 3/9/15 **UCP Approval:** Date 3-11-15

UCA-5 REVSED JUNE 2009

## FW: Information on Quote # 699120615

**From :** Daniel Molinari <Daniel_Molinari@Dell.com> Mon, Mar 02, 2015 11:16 AM
**Subject :** FW: Information on Quote # 699120615 4 attachments
**To :** monica leal <monica.leal@co.hidalgo.tx.us>

Dell - Internal Use - Confidential

Monica,
It was good to speak with you.

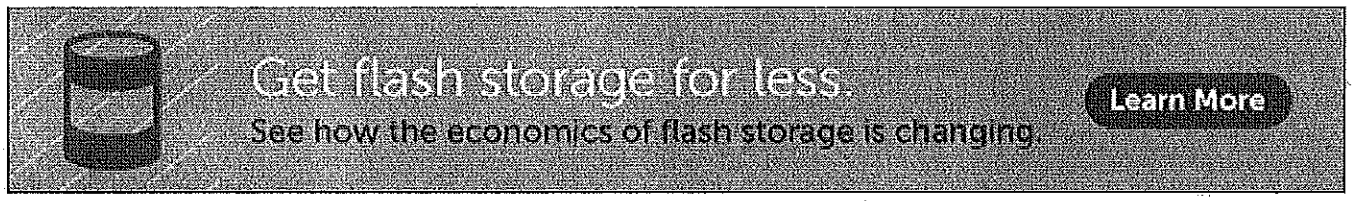
As discussed quote 702619355 is priced at MSRP for a total of $44957.10

Your pricing as reflected on quote 702619322 is a total of $24277.50

To get your pricing we took 46% off of the MSRP.

Please let me know if you have any questions.
Thank you,




**From:** Molinari, Daniel
**Sent:** Monday, March 02, 2015 8:35 AM
**To:** 'Robert Ruiz'
**Subject:** RE: Information on Quote # 699120615

Dell - Internal Use - Confidential

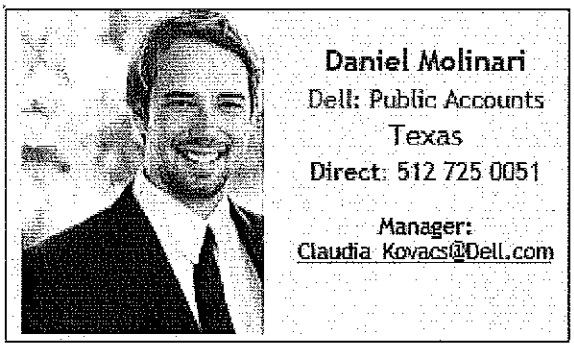
Robert,
I spoke with Collin. He advised me that this what he did last time.

Attached are two quotes.

Quote 702619322 is an updated version of 699120615.

Quote 702619355 is at MSRP. The Sku numbers are on each item. Unfortunately we do not offer line item pricing on our quotes.

Please let me know if anything else is needed.
Thanks,




**From:** Robert Ruiz [mailto:rruiz@cityofmercedes.com]
**Sent:** Friday, February 27, 2015 4:10 PM
**To:** Molinari, Daniel
**Subject:** Information on Quote # 699120615

Hello, the people from DIr want to know if you can give uis a break down of the quote as follows:
1. detailed quote that includes the MSRP
2. the SKU #
3. price of the line item
4. line item extension (quantity X price) and a totaled system
cost.

--
Teofilo R. Ruiz
IT Department
City of Mercedes

# QUOTATION

| | |
|---|---|
| **Quote #:** | **702619322** |
| **Customer #:** | **11107216** |
| **Contract #:** | **42AFU** |
| **CustomerAgreement #:** | **DIR-SDD-1951** |
| **Quote Date:** | **03/02/2015** |
| **Customer Name:** | **CITY OF MERCEDES** |

**Date: 3/2/2015**

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

**Sales Professional Information**

| | | | |
|---|---|---|---|
| **SALES REP:** | DANIEL MOLINARI | **PHONE:** | 1800 - 4563355 |
| **Email Address:** | Daniel_Molinari@Dell.com | **Phone Ext:** | 7250051 |

Discount Price

**GROUP: 1 QUANTITY: 30 SYSTEM PRICE: $809.25 GROUP TOTAL: $24,277.50**

| Description | Quantity |
|---|---|
| OptiPlex 9030 AIO BTX (210-ACLJ) | 30 |
| 4GB (1x4GB) 1600MHz DDR3L (370-ABQH) | 30 |
| US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX) | 30 |
| Intel Integrated Graphics, Dell OptiPlex (490-BBFG) | 30 |
| Intel Wireless 7260 Software (555-BBXE) | 30 |
| 500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Dell OptiPlex (400-AEFT) | 30 |
| Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) (536-BBBJ) | 30 |
| US Order (332-1286) | 30 |
| Up to 90% efficient PSU Base 58.4cm (23 INCH) Non-touch with Camera, Integrated, Intrusion Switch (321-BBHY) | 30 |
| Dell USB Optical Mouse MS111 (570-AACR) | 30 |
| ENERGY STAR Version 6.0 (387-BBFT) | 30 |
| 8x Slimline DVD+/-RW Drive (429-AANT) | 30 |
| Wireless Antenna Cable (470-AAYC) | 30 |
| Intel Dual Band Wireless-N 7260 2x2 AC + Bluetooth 4.0 (555-BBUB) | 30 |
| System Power Cord (Philipine/TH/US) (450-AAOJ) | 30 |
| Windows 8.1 DVD OS Recovery(English) (620-AASU) | 30 |
| Dell Backup and Recovery Basic (637-AAAS) | 30 |
| Desktop BTS/BTP Shipment (800-BBIP) | 30 |
| Not Selected in this Configuration (817-BBBC) | 30 |
| Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK) | 30 |
| Software for Integrated Camera (319-BBBL) | 30 |
| Dell Limited Hardware Warranty Plus Service (997-6870) | 30 |
| Onsite/In-Home Service After Remote Diagnosis 3 Years (997-6872) | 30 |
| Print on Demand Label (389-BDQH) | 30 |
| TPM Enabled (329-BBJL) | 30 |
| 1-Watt BIOS (340-ABMZ) | 30 |
| Intel vPro Technology Enabled (631-AAII) | 30 |

| | |
|---|---|
| No Diagnostic/Recovery CD media (340-ABJI) | 30 |
| Opti 9030 Techsheet ENG and FRN (340-AJRT) | 30 |
| Intel Core i5-4590S Processor (Quad Core, 6MB, 3.00GHz w/HD4600 Graphics) (338-BEEB) | 30 |
| No DDPE Encryption Software (954-3465) | 30 |
| Heat Sink, Dell OptiPlex 9030 AIO (412-AADJ) | 30 |
| Shipping material (340-AJPP) | 30 |
| Shipping Label for AIO, DAO (389-BBUU) | 30 |
| Integrated Basic Stand (575-BBCP) | 30 |
| Fixed Hardware Configuration (998-BMFQ) | 30 |
| No Accessories (461-AABV) | 30 |
| PowerDVD Software not included (632-BBBJ) | 30 |
| No Additional Hard Drive (401-AADF) | 30 |
| Reg Label Opti 9030, NT (389-BENJ) | 30 |
| No Intel Rapid Start or Smart Connect (409-BBCF) | 30 |
| Intel Core I5 vPro Label (389-BBWQ) | 30 |
| Non-Touch LCD, Dell OptiPlex AIO (391-BBDM) | 30 |
| Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP) | 30 |
| Dell Data Protection System Tools Digital Delivery/DT (422-0008) | 30 |
| Adobe Reader 11 (640-BBDF) | 30 |
| Dell Data Protection \| Protected Workspace (640-BBEV) | 30 |
| Dell(TM) Digital Delivery Cirrus Client (640-BBLW) | 30 |
| Enable Low Power Mode (658-BBMQ) | 30 |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (658-BBMR) | 30 |
| Waves Maxx Audio Royalty (658-BBNF) | 30 |
| MY DELL (658-BBVM) | 30 |
| NO RAID (817-BBBN) | 30 |
| No Anti-Virus software (650-AAHJ) | 30 |

| | |
|---|---|
| ***Total Purchase Price:** | **$24,277.50** |
| **Product Subtotal:** | $24,277.50 |
| **Tax:** | $0.00 |
| **Shipping & Handling:** | $0.00 |
| **State Environmental Fee:** | $0.00 |
| **Shipping Method:** | LTL 5 DAY OR LESS |
| | *(* Amount denoted in $)* |

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If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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**Pricing, Taxes, and Additional Information**

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# QUOTATION

| | |
|---|---|
| **Quote #:** | **702619355** |
| **Customer #:** | **11107216** |
| **Contract #:** | **70137** |
| **CustomerAgreement #:** | **Dell Std Terms** |
| **Quote Date:** | **03/02/2015** |
| **Customer Name:** | **CITY OF MERCEDES** |

**Date: 3/2/2015**

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

## Sales Professional Information

| | | | |
|---|---|---|---|
| **SALES REP:** | DANIEL MOLINARI | **PHONE:** | 1800 - 4563355 |
| **Email Address:** | Daniel_Molinari@Dell.com | **Phone Ext:** | 7250051 |

List Price

**GROUP: 1 QUANTITY: 30 SYSTEM PRICE: $1,498.57 GROUP TOTAL: $44,957.10**

| Description | Quantity |
|---|---|
| OptiPlex 9030 AIO BTX (210-ACLJ) | 30 |
| 4GB (1x4GB) 1600MHz DDR3L (370-ABQH) | 30 |
| US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX) | 30 |
| Intel Integrated Graphics, Dell OptiPlex (490-BBFG) | 30 |
| Intel Wireless 7260 Software (555-BBXE) | 30 |
| 500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Dell OptiPlex (400-AEFT) | 30 |
| Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) (536-BBBJ) | 30 |
| US Order (332-1286) | 30 |
| Up to 90% efficient PSU Base 58.4cm (23 INCH) Non-touch with Camera, Integrated, Intrusion Switch (321-BBHY) | 30 |
| Dell USB Optical Mouse MS111 (570-AACR) | 30 |
| ENERGY STAR Version 6.0 (387-BBFT) | 30 |
| 8x Slimline DVD+/-RW Drive (429-AANT) | 30 |
| Wireless Antenna Cable (470-AAYC) | 30 |
| Intel Dual Band Wireless-N 7260 2x2 AC + Bluetooth 4.0 (555-BBUB) | 30 |
| System Power Cord (Philipine/TH/US) (450-AAOJ) | 30 |
| Windows 8.1 DVD OS Recovery(English) (620-AASU) | 30 |
| Dell Backup and Recovery Basic (637-AAAS) | 30 |
| Desktop BTS/BTP Shipment (800-BBIP) | 30 |
| Not Selected in this Configuration (817-BBBC) | 30 |
| Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK) | 30 |
| Software for Integrated Camera (319-BBBL) | 30 |
| Dell Limited Hardware Warranty Plus Service (997-6870) | 30 |
| Onsite/In-Home Service After Remote Diagnosis 3 Years (997-6872) | 30 |
| Print on Demand Label (389-BDQH) | 30 |
| TPM Enabled (329-BBJL) | 30 |
| 1-Watt BIOS (340-ABMZ) | 30 |
| Intel vPro Technology Enabled (631-AAII) | 30 |

| | |
|---|---|
| No Diagnostic/Recovery CD media (340-ABJI) | 30 |
| Opti 9030 Techsheet ENG and FRN (340-AJRT) | 30 |
| Intel Core i5-4590S Processor (Quad Core, 6MB, 3.00GHz w/HD4600 Graphics) (338-BEEB) | 30 |
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| No Additional Hard Drive (401-AADF) | 30 |
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| No Intel Rapid Start or Smart Connect (409-BBCF) | 30 |
| Intel Core I5 vPro Label (389-BBWQ) | 30 |
| Non-Touch LCD, Dell OptiPlex AIO (391-BBDM) | 30 |
| Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP) | 30 |
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| MY DELL (658-BBVM) | 30 |
| NO RAID (817-BBBN) | 30 |
| No Anti-Virus software (650-AAHJ) | 30 |

| | |
|---|---|
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| **Product Subtotal:** | $44,957.10 |
| **Tax:** | $0.00 |
| **Shipping & Handling:** | $0.00 |
| **State Environmental Fee:** | $0.00 |
| **Shipping Method:** | LTL 5 DAY OR LESS |
| | *(* Amount denoted in $)* |

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# Appendix C to DIR Contract No. DIR-SDD-1951 - Pricing Index

For general purchases, Dell is offering fixed discounts as identified in the following table. Please note that these discounts will be based upon then-current retail pricing. Dell reserves the right to change retail prices, and therefore discounted prices, without notice. Standard shipping and handling is waived, however applicable tax (if applicable to the specific customer) or express/custom delivery charges will be added at the time of order.

| Category | Products Classifications | Direct from Dell | Dell Prime with HUB Order Fulfillers | Dell Direct Online |
|---|---|---|---|---|
| | | Discount from Dell Retail Price List | | Minimum Additional Discount** |
| A | Most PowerEdge Servers, PowerEdge Racks; Most CloudEdge; PowerApp Appliance Servers; PowerVault Storage Products; Precision Workstations; OptiPlex Desktops; Most Customer Kits; Latitude Notebooks; Selected Toner; Selected Dell Cisco Switches | 14% | 14% | 1% |
| F | Selected Toner | 3% | 3% | .5% |
| H | Base Ships Fast SKUs (Latitude, Optiplex, and Precision) | 6% | 6% | .5% |
| M | 3rd Party Software & Peripherals - Mainstream Products | 12% | 12% | 1% |
| R | Selected Services | 9.6% | 9.6% | 0% |
| S | Selected Inspirons; Dell Compellent; Dell EqualLogic; Dell Kace; Selected Dell Printers; PowerConnect; Dell Projectors; Dell AIM; Selected PowerEdge; Dell\|EMC; Vostro Notebooks; XPS Notebooks; Alienware Notebooks; Most Dell Cisco switches; Mellanox switches; Dell Force10; Dell AppAssure, Dell SonicWALL | 4% | 4% | .5% |
| U | Spare Parts | 0% | 0% | 0% |
| V | Peripherals and Services with discounts that vary based | Same discount as system | Same discount as system | 0% Additional-- Matches Base |

| | | | | |
|---|---|---|---|---|
| | upon the system in which the item is installed | | | |
| X | Selected Dell Printers; Selected Dell Monitors; Selected CloudEdge; Selected PowerEdge; Sonic Data Center Solutions; Selected 3rd Party Software & Peripherals; Non-Discountable Products | 2% | 2% | 0% |
| Z | Selected Inspirons; Vostro Desktops & Notebooks; XPS Desktops; Alienware Desktops; Non-Discountable Service | 0% | 0% | 0% |

**Additional Online Discount: This is defined as the additional discount off of list to be applied for offerings procured through the State of Texas online store only. Quoting and ordering must be initiated and completed online to qualify. Additional discounting applies only to the discounts noted in this table and are not offered in addition to promotional pricing offered to customers under the Dell / Texas DIR contract or Premier Pages maintained qualified to procure under the Dell / Texas DIR contract. Dell reserves the right to increase the online State of Texas procurement discounts at any time without changing the contractually required discounting noted above for the term of the agreement.

## Volume Discounts

The following volume discounts are for Category A only and assume a single purchase order with a maximum of 10 ship-to locations.

| Purchase Order Volume | Minimum Discount* |
|---|---|
| $1.00 - $49,999.99 | 14% |
| $50,000.00 - $199,999.99 | 20% |
| $200,000.00 - $499,999.99 | 22.5% |
| $500,000.00 - $999,999.99 | 25% |
| $1,000,000.00 - $ 2,499,999.99 | 30% |
| $2,500,000.00 - $4,999,999.99 | 35% |
| $5,000,000.00+ | 40% |

*Discounts exclude WYSE products, Latitude 10 tablets and Optiplex All-in-one chassis configurations.

Customers may be permitted to negotiate further discounts based on their specific requirements.

**AI -48704** **Urban County** **16. E.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

**CAPTION**

Requesting authorization to amend the subrecipient contract with Mujeres Unidas under the Emergency Solutions Grant (ESG) Program for FY 2014. The amendment will not change the current budget, but will delete the Rapid Re-Housing activities. This will allow Mujeres Unidas to serve more participants through their facility operations.

**BACKGROUND**

The Urban County Program needs to amend the subrecipient contract with Mujeres Unidas under the Emergency Solutions Grant (ESG) Program for FY 2014 so that they can expend all funds (100%) by December 31, 2015. The amendment will not change the current budget, but will increase funds within the current budget for the Maintenance & Operations and Data Collections categories. There is a much greater need in these categories.

| ACTIVITY | Current Budget | Decrease | Increase | Revised Budget |
|---|---|---|---|---|
| Maintenance & Operations | 65,526 | | 24,768 | 90,294 |
| Essential Services | 30,757 | | | 30,757 |
| Rapid Re-Housing | 34,768 | -34,768 | | 0.00 |
| Data Collections | 2,675 | | 10,000 | 12,675 |
| **TOTAL:** | **$133,726** | **(34,768)** | **34,768** | **$133,726** |

**Approval is recommended.**

## Fiscal Impact

## Attachments

ESG 2014 YR 27 Reallocation of Funds

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/27/2015 03:52 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Olga Lerma Started On: 02/27/2015 03:09 PM

Final Approval Date: 03/13/2015

Mujeres Unidas SHELTER Women Together
Phone: (956) 630-4878 Fax: (956) 687-4715
E-mail: womentog@swbell.net
511 N. Cynthia Street • McAllen, Texas 78501

February 17, 2015

Ms. Diana Serna, Executive Director
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516

RE: ESG 2014 YR 27 Reallocation of funds

Dear Ms. Serna,

We are writing this letter as a formal request for reallocation of Emergency Solutions Grant funds. Mujeres Unidas Incorporated would like to increase the Maintenance and Operations category by moving monies from the Rapid Re-Housing component that will allow us to service more participants with through our facility operations.

| FY 2014 | | | PROGRAM YEAR: 27 | |
|---|---|---|---|---|
| **ACTIVITIES** | **Original Budget** | **Increase** | **Decrease** | **Revised Budget** |
| RR-Utility/Deposits | $ 4,011.00 | $ 0.00 | $ 4,011.00 | $ 0.00 |
| RR-Client Rent Only | $ 25,408.00 | $ 0.00 | $25,408.00 | $ 0.00 |
| RR-Housing Relo | $ 5,349.00 | $ 0.00 | $ 5,349.00 | $ 0.00 |
| Data Collection (HMIS) | $ 2,675.00 | $ 10,000.00 | $ 0.00 | $ 12,675.00 |
| M&O-Essential Services | $ 30,757.00 | $ 0.00 | $ 0.00 | $ 30,757.00 |
| M&O-Maintenance and Operations | $ 65,526.00 | $ 24,768.00 | $ 0.00 | $ 90,294.00 |
| **TOTAL** | **$133,726.00** | **$ 34,768.00** | **$ 34,768.00** | **$ 133,726.00** |

If you have any questions, please do not hesitate to call me at (956) 630-4878.

Sincerely,

Estella DeAnda

Ms. Estella DeAnda
Executive Director

**AI -48731** **Urban County** **16. F.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Olga Lerma, URBAN COUNTY

**Submitted By:** Olga Lerma, URBAN COUNTY

**Department:** URBAN COUNTY

---

## Information

**CAPTION**

Urban County Program on behalf of the City of Mercedes is requesting approval for the purchase and shipping of two (2) commercial grade arcade consoles for the Mercedes Recreational Center from Game Room Champ Store in the total amount of $5,399.98, utilizing FY 27 (2014) Public Service (General) - Mercedes Recreational Center funds.

**BACKGROUND**

Three written quotes were received at the City of Mercedes and Game Room Champ Store was the lowest. (See attached quote).

**Vendor: Game Room Champ Store**
**Purchase Amount:** $ 5,399.98
**Funds Available:** $ 83,804.00 FY 27 (2014) Public Service (General) – Mercedes Recreational Center funds

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## Fiscal Impact

## Attachments

City of Mercedes Recreational Center 3 price Quotations

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/04/2015 10:13 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Olga Lerma | | Started On: 03/04/2015 09:04 AM |
| Final Approval Date: 03/13/2015 | | |

# URBAN COUNTY PROGRAM
# COUNTY OF HIDALGO

## Price Quotations

### VENDOR #1

**Name:** Game Room Champs Store **Person Contacted:** Bryan Shnettler **Phone:** 1-877-355-4263

| Item# | Quantity | Description | Amount |
|---|---|---|---|
| 1 | 1 | Donkey Kong Arcade | $2,499.00 |
| 2 | 1 | Pac Man's Arcade Party | $2,499.00 |
| 3 | 2 | 2 Year Warranty (2 X $200) | $400.00 |
| | | Total: | **$5,399.98** |

### VENDOR #2

**Name:** Pinball Company **Person Contacted:** BrookePark **Phone:** 573-234-2234

| Item# | Quantity | Description | Amount |
|---|---|---|---|
| | 1 | Pacman's Arcade Party Cabaret –Home Version | $2,995.00 |
| | 1 | Donkey Kong Arcade | $2,495.00 |
| | 1 | Liftgate Delivery | $650.00 |
| | | Total: | **$6,140.00** |

### VENDOR #3

**Name:** Monkeys Arcades **Person Contacted:** Scott Tarczon **Phone:** (630) 369-8513

| Item# | Quantity | Description | Amount |
|---|---|---|---|
| | 1 | New Pacmans Arcade Party 30th | $3,731.00 |
| | 1 | Pre-Played Super Mario/Donkey Kong/Jr. | $2,990.00 |
| | | Total: | **$6,721.00** |

**Recommendation:** The City of Mercedes recommends to purchase from Game Room Champs Store as they are the lowest of the three vendors.

**Requested by:** Olga Rosas 2/23/15 Date **Approved by:** 2/27/15 Date

Form UCA - 5

# GAME ROOM CHAMP STORE

## Quote

**Shipping Address**

**Richard Morin**
City of Mercedes TX
701 Mathis St.
Mercedes, Texas 78570
United States
(956) 638-0240

**Billing Address**

**Richard Morin**
City of Mercedes TX
701 Mathis St.
Mercedes, Texas 78570
United States
(956) 638-0240

### Order Comments

### Your Order Contains...

| Cart Items | SKU | Qty | Item Price | Item Total |
|---|---|---|---|---|
| **2 Year Warranty** | | 2 | $200.00 USD | **$400.00 USD** |
| **Arcade CLASSICS PLATINUM - FRONT -** | E-GRC-1024N1 | 2 | $2,499.00 USD | **$4,999.98 USD** |

| | |
|---|---|
| **Subtotal:** | **$5,399.98 USD** |
| **Shipping:** | **$0.00 USD** |
| **Grand Total:** | **$5,399.98 USD** |

Game Room Champ



- CATEGORIES

Air Hockey
Arcade Games
Dartboards
Dance / Music Arcade Games
Dome Hockey
Foosball
Furniture
Golden Tee
Jukeboxes
Pac-Man
Pinball Machines
  New Machines
  Refurbished Machines
  High End Restoration Machines
Pool Tables
Redemption Games
Shuffleboard
Skee Ball
Sports Games
Ping Pong Tables
Packages

- WHY BUY FROM CHAMP

A Name You Can Trust since 1975
Champstamp of Approval
Selection Made Simple
100% Enjoyment Guarantee
Personal Shopping Consultants
Lifetime Technical Support
Champ Package Pricing
Largest Selection of Reputable Brand Names
Hassle-Free Shipping Process

# DONKEY KONG ARCADE VIDEO GAME - PRE-PLAYED

Home | ALL PRODUCTS | Pinball Machines | Arcade Games | Classic Arcade Games | Donkey Kong Arcade Video Game - Pre-Played

*Your Champ Price...* ***$1,499.99***





Extended Warranties:

4 REASONS

**Features:**

- Conversion Class: Williams
- Number of Simultaneous Players: 1
- Maximum number of Players: 2
- Gameplay: Alternating
- Control Panel Layout: Single Player
- Controls:
- Joystick: 2-way (up, down)
- Buttons: 5
- Sound: Amplified Mono (one channel)

**Options:**

No Warranty

***$1,499.99***

Quantity 1

Add to Cart

**Details** | **Dimensions** | **Technical Specifications**

The Donkey Kong arcade game is one of the most beloved classic arcade hits of all time. Offering the perfect blend of fun and difficulty, this game has provided countless hours of gameplay for guys and gals of all ages. Few other arcade games capture the feeling of old-school arcade gaming without feeling dated. Donkey Kong is a timeless classic that will never go out of style.

The goal of this action-packed game is to guide Mario (who was originally called Jumpman!) to the top of the screen to rescue the damsel in distress, Lady (since renamed Pauline), from the clutches of that loveable ape Donkey Kong. The hero will encounter many obstacles on the way up, which can be avoided or destroyed using objects and power-ups. In addition to saving the Lady to advance levels, points are rewarded for excellent performance. This point system is a great way to add an extra competitive edge when playing the Donkey Kong arcade game with friends.

This Donkey Kong arcade machine is one of those games that you can spend hours playing without even realizing it. It has been 32 years since it first came out, and it is still one of the most popular games in arcades worldwide. This one is a no-brainer for any game room, and an essential piece in any arcade aficionado's collection.

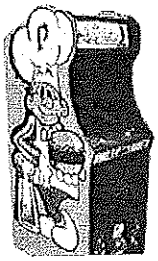
Featuring a stunning, classic retro cabinet, intuitive and comfortable controls, 2 player alternating capabilities, and a soundtrack that brings about waves of nostalgia every time, Donkey Kong is the perfect addition to any classic gamer's arsenal. Give Game Room Champ a call today to stake your claim on a classic game that will provide years of enjoyment.

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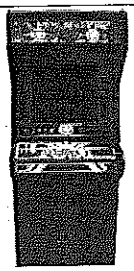
- Boxed - Call for Dimensions & Weight
- Unboxed - 67" H x 23 1/2" W x 33 1/2" D - Weight 220 lbs.

- Monitor:
- Orientation: Vertical
- Type: Raster: Standard Resolution
- CRT: Color

RELATED PRODUCTS



Burger Time Arcade Video



Centipede Arcade Video

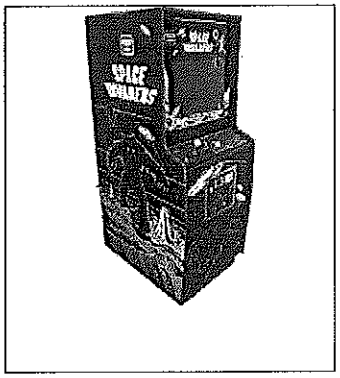


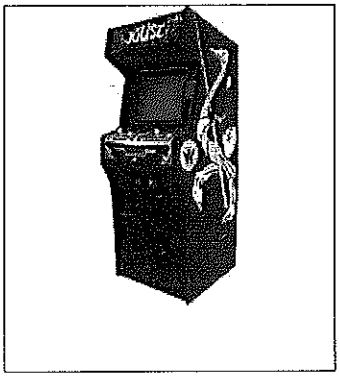

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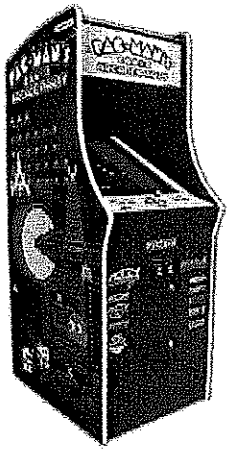
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# PACMAN ARCADE PARTY *COIN OPERATED MODEL

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*Your Champ Price...* ***$2,975.00***

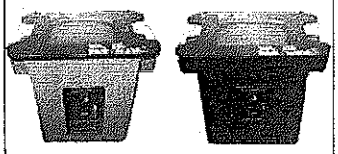
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***$2,975.00***

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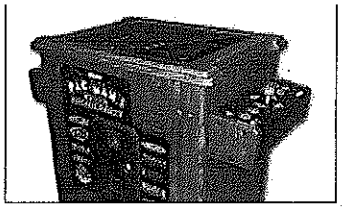


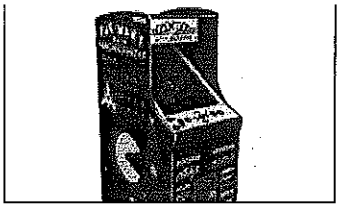
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Chesterfield, Missouri 63005

THE PINBALL COMPANY
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# Estimate

| Date | Estimate # |
|---|---|
| 1/21/2015 | 371 |

6000 S. Sinclair Road
Columbia, MO 65203

573-234-2234 phone
573-234-2241 fax

| Name / Address |
|---|
| City of Mercedes<br>Attn: Richard<br>rmorin@cityofmercedes.com |

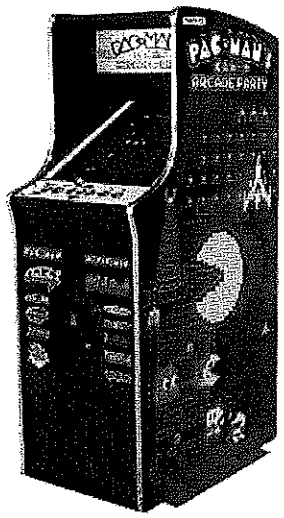
| Project |
|---|
| |

| Description | Qty | Rate | Total |
|---|---|---|---|
| Pacman's Arcade Party Cabaret - Home Version | 1 | 2,995.00 | 2,995.00T |
| Donkey Kong Arcade | 1 | 2,495.00 | 2,495.00T |
| Liftgate Delivery | 1 | 650.00 | 650.00T |
| Note: Machines come with a one year parts warranty and we do cover labor within the first 30 days if needed. | | | |

| | |
|---|---|
| **Subtotal** | $6,140.00 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $6,140.00 |

## Pac-Man's Arcade Party Cabaret Upright

Brand New!





$2,995.00

namco

**Condition:** New

World Wide Shipping (See Details)

No Sales Tax!

**Options**

Home Version or Coin Operated?

Select ...

Quantity: 1

ADD TO CART

new List

40

DESCRIPTION | SHIPPING INFORMATION | WARRANTY INFORMATION

Namco celebrates the 30th Anniversary of Pac-Man with Pac-Man's Arcade Party! Available in a standup or sitdown cocktail table, this arcade has 13 great classic arcade games!

**Game List:**

Pac-Man
Ms. Pac-Man
Pacmania
Galaxian
Galaga
Galaga 88'
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Rally X
Mappy
Xevious

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Rolling Thunder
Dragon Spirit
Bosconian

NOTE: The Coin Operated version does NOT include Ms. Pacman

**Game Details:**

Monitor: 19" LCD
Product Dimensions: 22" W x 33" L x 58" H
Product Weight: 240 lbs.
Shipping Costs: $375 curbside, $475 in-home (main level), $575 in-home (stairs)



Click Here For Shipping Information

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30 REVIEWS

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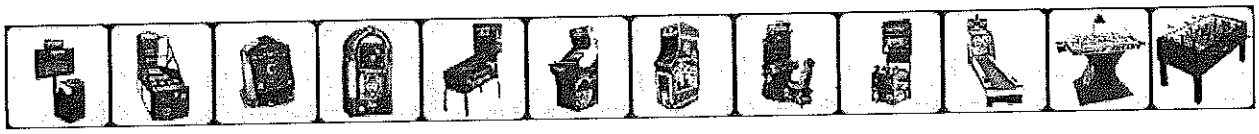


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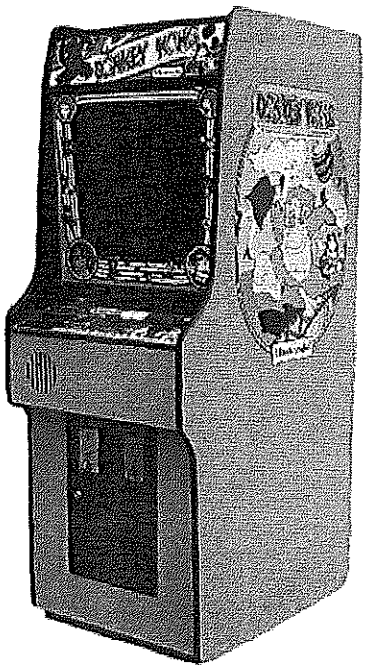
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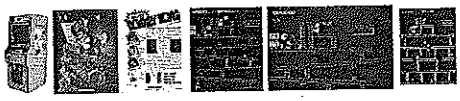
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## Donkey Kong Arcade Game - Restored

Restored Cabinet with LCD Monitor!





$2,495.00

Nintendo

**Condition:** Restored
**Dimensions:** 24" W x 34" D x 67" H
**Weight:** 220 lbs.

World Wide Shipping (See Details)

No Sales Tax!

Quantity: 1

ADD TO CART new list

DESCRIPTION SHIPPING INFORMATION WARRANTY INFORMATION




This classic arcade is back in a commercial grade cabinet. You and your friends will enjoy hours and hours of Ms. Pac-man action and you don't have to drop any quarters. It is ready for coin play or free play and will look great in your game room!

In Donkey Kong arcade, Jumpman -- known today as Mario -- must traverse levels structures to save his girlfriend, Pauline, from Donkey Kong before time runs out. The

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levels include Girders, Rivets, Elevators, and Conveyor Belts. Mario must avoid flames, barrels, and bouncing rivets to reach his goal.

You are a workman named Mario who climbs girders and ladders and will stop at nothing to save his stolen love from the clutches of the giant ape.

Using the joystick and the Jump button, you maneuver Mario over rolling barrels, away from falling barrels, over or away from fireballs and cement tubs, away from bouncing rivets, up and down ladders, along girders and conveyor belts, onto elevators, over rivets to remove them and over dangerous crevices, to get to where the ape holds the girl captive. For additional points, Mario gathers umbrellas, hats, purses and other bonus items that the girl has dropped on her way to the top of the building. Mario can also grab a hammer by jumping up to it to smash barrels, fireballs, and cement tubs for additional points but the hammer can only be used for a limited amount of time.

On the Girder, Elevator and Conveyor Belt levels, whenever Mario reaches Pauline, Donkey Kong will grab her and carry her off to the next higher level. But on the Rivet level, Mario must remove all the rivets on each and every floor by running or jumping over them. After all the rivets are removed, Donkey Kong will fall head first onto a stack of girders and be knocked out and then Mario and Pauline will be together again for good. Afterwards, the game starts over again with increased difficulty.

**CLICK PLAY TO SEE THIS GAME IN ACTION!**

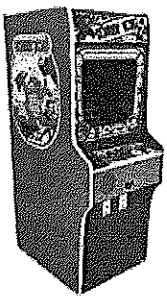
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**This video is to demonstrate game play and is NOT the actual machine for sale*

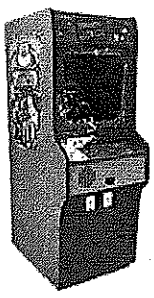
## Related Products



Donkey Kong Arcade Game (1981)

**Your Price:** $1,995.00

MORE INFO



Donkey Kong Junior Arcade Game (1982)

**Your Price:** $1,995.00

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# PROPOSAL SUMMARY

Monkeys Arcades
2291 Cornell Avenue
Montgomery, IL 60538
(630) 369-8513 Phone
(877) 386-2731 Toll Free
(630) 689-1781 Fax
Date Issued: January 23, 2015

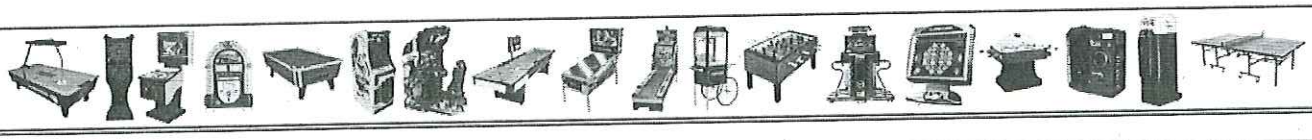
Sales Person Scott Tarczon
Customer Name City of Mercedes
Contact Richard
Address
Phone 956-565-3033
E-Mail rmorin@cityofmercedes.com

Pricing is based upon the entire order. If any games are deleted or changed, pricing will change.

| Quantity | Description | Each | Total |
|---|---|---|---|
| 1 | New Pacmans Arcade Party 30th | $3,731.00 | $3,731.00 |
| 1 | Pre-Played Super Mario/Donkey Kong/JR | $2,990.00 | $2,990.00 |
| | | | |
| | | | |
| | | SUBTOTAL: | $6,721.00 |
| | | SHIPPING: | Curbside Included |
| | | TOTAL: | $6,721.00 |

**This proposal is valid for 30 days. Inventory is subject to availability at time of payment.**

Namco only offers a 90 day warranty on new games and will not cover any extended warranty that is offered by any other party. I offer technical support via the telephone for as long as you own the games. If you have any further questions please call me.



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## Pacman's Arcade Party 30th Anniversary Upright Arcade with Coin



**Our Price: $3,731.00**

*FREE SHIPPING! At least a $300 value*

**Availability:** Usually Ships in 3 to 5 Business Days

*Product Code: PAC30TH-UR*





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**Description** **Technical Specs**

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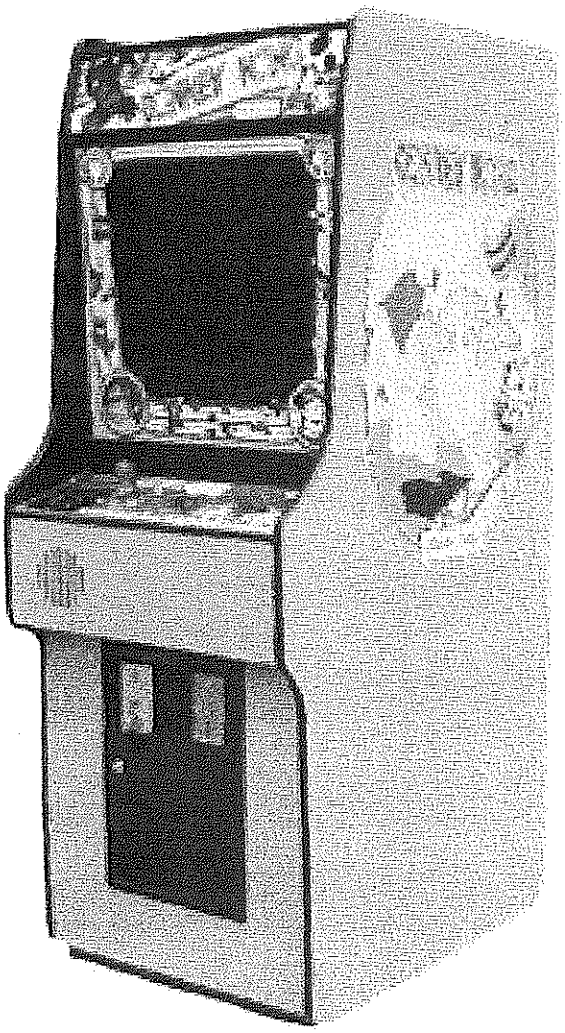



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Pacman & Galaga > Pacman

## COMMERICAL GRADE ARCADE CONSOLE



# SPECS

- Large Upright Game
- Dimensions: 67" H x 23 ½ " W x 33 ½" D
- Conversion Class: Williams
- Maximum number of Players: 2
- Control Panel Layout: Single Player
- Sound: Amplified Mono (one channel)

Monitor with Coin Door (Free Play)
Weight: 220
Number of Simultaneous Players: 1
Gameplay: Alternating
Controls: Joystick: 2-way (up, down) Buttons: 5

# COMMERICAL GRADE ARCADE CONSOLE




## SPECS

- Large Upright Game
- Dimensions: 58" H x 22" W x 33" D
- 13 Classic Games
- Maximum number of Players: 2
- Control Panel Layout: Single Player

Monitor with Coin Door (Free Play)
Weight: 240
Number of Simultaneous Players: 1
Gameplay: Alternating
Controls: Joystick: 2-way (up, down)

Gmail

Olga Rosas <orosas@cityofmercedes.com>

# Arcade Equipment

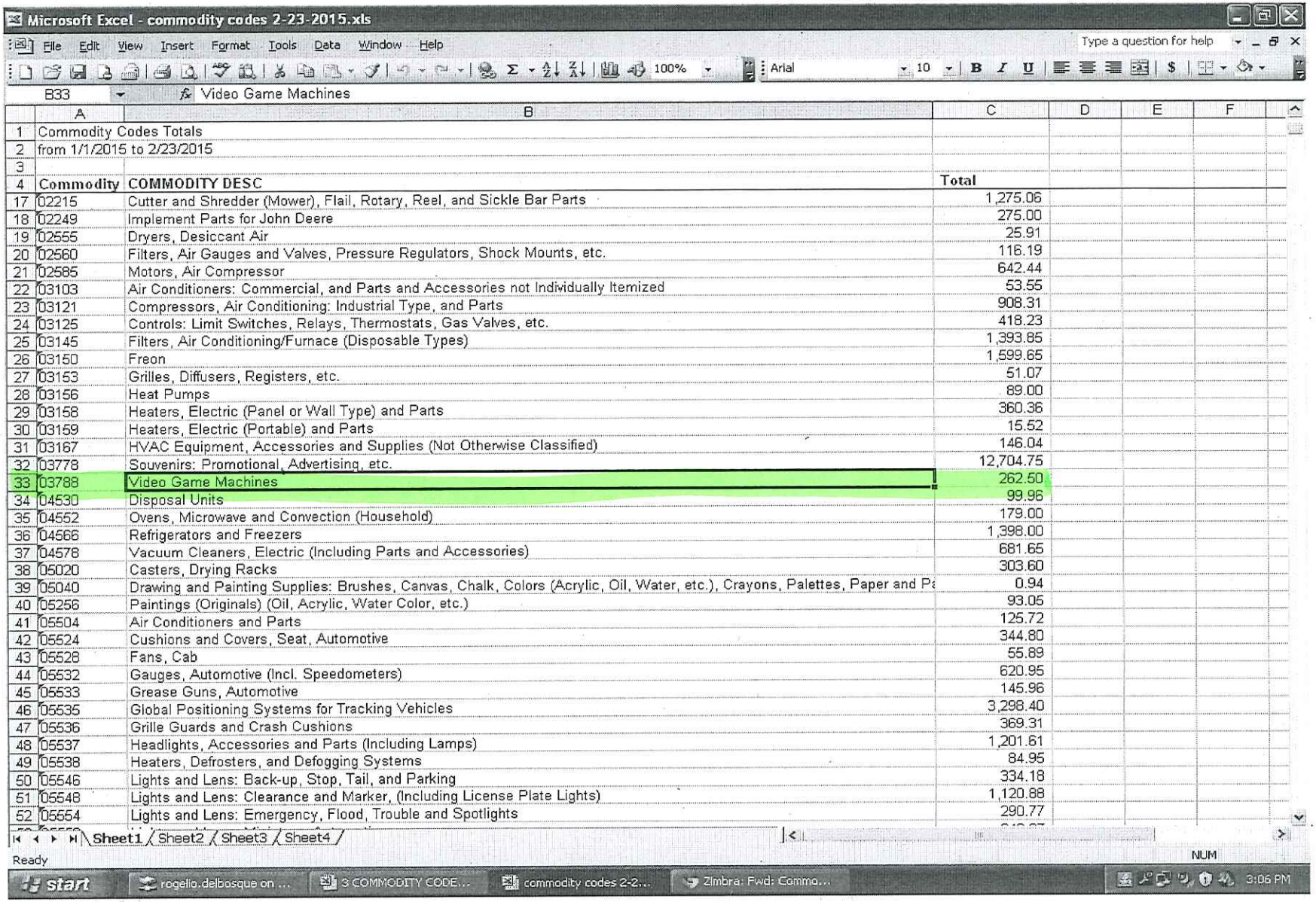
1 message

**Richard Morin** <rmorin@cityofmercedes.com> Mon, Jan 26, 2015 at 3:46 PM

To: Olga Rosas <orosas@cityofmercedes.com>

This email is to inform you that I contacted the vendor via phone call and specs were provided by vendors on-line on their website. All arcade consoles are commercial grade and standard size compared to each other. Here are the contact numbers for each vendor:

| | |
|---|---|
| Game-room Champ | 1-877-355-4263 |
| Monkey's Arcade | 1-877-386-2731 |
| The Pinball Company | 1-573-234-2234 |


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# State of Texas NIGP Commodity Book Class 037

**(Revised February, 2015)**

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**AI -48654** **Urban County** **16. G.**

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**Meeting Date:** 03/17/2015

**Submitted For:** Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

**Department:** URBAN COUNTY

---

## Information

**CAPTION**

Urban County Program is requesting authority to purchase computer equipment through Hidalgo County's membership and participation with DIR (Department of Information Resources) approved vendor DELL Marketing, LP., (contract # DIR-SDD-1951) in the amount of $31,446.48 (quotes attached hereto) to include shipping fees. Common Fund under UCP Year 22 (2009) Public Facility Improvements (Peñitas Library) funds will be utilized.

**BACKGROUND**

The computer equipment is for the Peñitas public library. Two quotes were submitted 1) for 18 desktop components, and 6 laptops. Payment in the amount of $31,446.48 will include warranties, and delivery. Delivery is expected within 30 days.

Vendor: DELL Marketing. LP
Purchase Amount: $31,446.48

Funds Available: $40,937.51 Year 22 (2009) Public Facility Improvement –Common Funds

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## Fiscal Impact

## Attachments

DIR Quotation & Contract details for DELL

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/26/2015 10:05 AM |

| | | |
|---|---|---|
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Olga Lerma | | Started On: 02/25/2015 01:05 PM |
| Final Approval Date: 03/13/2015 | | |

**Zimbra** **guadalupe.garcia@co.hidalgo.tx.us**

## FW: dir pricing % discount

**From :** Marlene S <Marlene_S@Dell.com> Mon, Feb 23, 2015 09:47 AM
**Subject :** FW: dir pricing % discount 1 attachment
**To :** guadalupe garcia <guadalupe.garcia@co.hidalgo.tx.us>

Dell - Internal Use - Confidential

Guadalupe,

Qty 18
List Price Quote 701329992:$1785.71 each 32,142.78 total DIR Contract
Quote # 701087469: $1229.00 each $22,122.00 DIR CONTRACT: 14% ADDITIONAL DISCOUNT 16%= 30% discount

Qty 6
List Price Quote 701329180: $2220.14 each $13,320.84 total DIR contract
Quote # 701095035: $1554.09 each $9324.48 total DIR CONTRACT: 14% ADDITIONAL DISCOUNT 16%=30% DISCOUNT




-----Original Message-----
From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Wednesday, February 11, 2015 1:34 PM
To: S, Marlene
Subject: Re: dir pricing % discount

Marlene:
Just one additional change.

Shop at Dell

# QUOTATION

| | |
|---|---|
| **Quote #:** | **701329992** |
| **Customer #:** | **17927132** |
| **Contract #:** | List Price |
| **CustomerAgreement #:** | |
| **Quote Date:** | **02/10/2015** |
| **Customer Name:** | **HIDALGO COUNTY** |

**Date: 2/10/2015**

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

## Sales Professional Information

| | | | |
|---|---|---|---|
| **SALES REP:** | MARLENE S | **PHONE:** | 1800 - 4563355 |
| **Email Address:** | Marlene_S@Dell.com | **Phone Ext:** | 80000 |

**GROUP: 1 QUANTITY: 18 SYSTEM PRICE: $1,785.71 GROUP TOTAL: $32,142.78**

| Description | Quantity |
|---|---|
| OptiPlex 9030 AIO BTX (210-ACLJ) | 18 |
| 8GB (2x4GB) 1600MHz DDR3L (370-AAML) | 18 |
| US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX) | 18 |
| Intel Integrated Graphics, Dell OptiPlex (490-BBFG) | 18 |
| Intel Wireless 7260 Software (555-BBXE) | 18 |
| 500GB 5400rpm SATA 6Gb/s (400-AAYP) | 18 |
| Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) (536-BBBJ) | 18 |
| US Order (332-1286) | 18 |
| Up to 90% efficient PSU Base 58.4cm (23 INCH) Non-touch with Camera, Integrated, Intrusion Switch (321-BBHY) | 18 |
| Dell USB Optical Mouse MS111 (570-AACR) | 18 |
| ENERGY STAR Version 6.0 (387-BBFT) | 18 |
| 8x Slimline DVD+/-RW Drive (429-AANT) | 18 |
| Wireless Antenna Cable (470-AAYC) | 18 |
| Intel Dual Band Wireless-N 7260 2x2 AC + Bluetooth 4.0 (555-BBUB) | 18 |
| System Power Cord (Philipine/TH/US) (450-AAOJ) | 18 |
| Windows 8.1 DVD OS Recovery(English) (620-AASU) | 18 |
| Dell Backup and Recovery Basic (637-AAAS) | 18 |
| Desktop BTS/BTP Shipment (800-BBIP) | 18 |
| Not Selected in this Configuration (817-BBBC) | 18 |
| Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK) | 18 |
| Software for Integrated Camera (319-BBBL) | 18 |
| Dell Limited Hardware Warranty Plus Service Initial Year (935-6167) | 18 |
| Dell Limited Hardware Warranty Plus Service Extended Year(s) (939-1018) | 18 |
| Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (939-2491) | 18 |
| Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (996-1172) | 18 |

| | |
|---|---|
| Print on Demand Label (389-BDQH) | 18 |
| TPM Enabled (329-BBJL) | 18 |
| 1-Watt BIOS (340-ABMZ) | 18 |
| Intel vPro Technology Enabled (631-AAII) | 18 |
| No Diagnostic/Recovery CD media (340-ABJI) | 18 |
| Opti 9030 Techsheet ENG and FRN (340-AJRT) | 18 |
| Intel Core i7-4790S Processor (Qual Core, 8MB, 3.20GHz w/HD4600 Graphics) (338-BEJG) | 18 |
| No DDPE Encryption Software (954-3465) | 18 |
| Heat Sink, Dell OptiPlex 9030 AIO (412-AADJ) | 18 |
| Shipping material (340-AJPP) | 18 |
| Shipping Label for AIO, DAO (389-BBUU) | 18 |
| Integrated Basic Stand (575-BBCP) | 18 |
| Fixed Hardware Configuration (998-BFER) | 18 |
| No Accessories (461-AABV) | 18 |
| PowerDVD Software not included (632-BBBJ) | 18 |
| No Additional Hard Drive (401-AADF) | 18 |
| Reg Label Opti 9030, NT (389-BENJ) | 18 |
| No Intel Rapid Start or Smart Connect (409-BBCF) | 18 |
| Intel Core I7 vPro Label (389-BBWO) | 18 |
| Non-Touch LCD, Dell OptiPlex AIO (391-BBDM) | 18 |
| Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP) | 18 |
| Dell Data Protection System Tools Digital Delivery/DT (422-0008) | 18 |
| Adobe Reader 11 (640-BBDF) | 18 |
| Dell Data Protection \| Protected Workspace (640-BBEV) | 18 |
| Dell(TM) Digital Delivery Cirrus Client (640-BBLW) | 18 |
| Enable Low Power Mode (658-BBMQ) | 18 |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (658-BBMR) | 18 |
| Waves Maxx Audio Royalty (658-BBNF) | 18 |
| MY DELL (658-BBVM) | 18 |
| NO RAID (817-BBBN) | 18 |
| No Anti-Virus software (650-AAHJ) | 18 |
| Intel Wireless 7260 Software (555-BBXE) | 18 |
| Integrated Basic Stand (575-BBCP) | 18 |

| | |
|---|---|
| ***Total Purchase Price:** | **$32,142.78** |
| **Product Subtotal:** | $32,142.78 |
| **Tax:** | $0.00 |
| **Shipping & Handling:** | $0.00 |
| **State Environmental Fee:** | $0.00 |
| **Shipping Method:** | LTL 5 DAY OR LESS |

*(* Amount denoted in $)*

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If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

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# QUOTATION

| | |
|---|---|
| **Quote #:** | **701087469** |
| **Customer #:** | **17927132** |
| **Contract #:** | **42AFU** |
| **CustomerAgreement #:** | **DIR-SDD-1951** |
| **Quote Date:** | **02/06/2015** |
| **Customer Name:** | **HIDALGO COUNTY** |

**Date: 2/6/2015**

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## Sales Professional Information

| | | | |
|---|---|---|---|
| **SALES REP:** | MARLENE S | **PHONE:** | 1800 - 4563355 |
| **Email Address:** | Marlene_S@Dell.com | **Phone Ext:** | 80000 |

**GROUP: 1 QUANTITY: 18 SYSTEM PRICE: $1,229.00 GROUP TOTAL: $22,122.00**

| Description | Quantity |
|---|---|
| OptiPlex 9030 AIO BTX (210-ACLJ) | 18 |
| 8GB (2x4GB) 1600MHz DDR3L (370-AAML) | 18 |
| US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX) | 18 |
| Intel Integrated Graphics, Dell OptiPlex (490-BBFG) | 18 |
| Intel Wireless 7260 Software (555-BBXE) | 18 |
| 500GB 5400rpm SATA 6Gb/s (400-AAYP) | 18 |
| Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) (536-BBBJ) | 18 |
| US Order (332-1286) | 18 |
| Up to 90% efficient PSU Base 58.4cm (23 INCH) Non-touch with Camera, Integrated, Intrusion Switch (321-BBHY) | 18 |
| Dell USB Optical Mouse MS111 (570-AACR) | 18 |
| ENERGY STAR Version 6.0 (387-BBFT) | 18 |
| 8x Slimline DVD+/-RW Drive (429-AANT) | 18 |
| Wireless Antenna Cable (470-AAYC) | 18 |
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| Dell Backup and Recovery Basic (637-AAAS) | 18 |
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| Not Selected in this Configuration (817-BBBC) | 18 |
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| Dell Limited Hardware Warranty Plus Service Extended Year(s) (939-1018) | 18 |
| Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (939-2491) | 18 |
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| | |
|---|---|
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| TPM Enabled (329-BBJL) | 18 |
| 1-Watt BIOS (340-ABMZ) | 18 |
| Intel vPro Technology Enabled (631-AAII) | 18 |
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| Shipping material (340-AJPP) | 18 |
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| Reg Label Opti 9030, NT (389-BENJ) | 18 |
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| Intel Core I7 vPro Label (389-BBWO) | 18 |
| Non-Touch LCD, Dell OptiPlex AIO (391-BBDM) | 18 |
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| Dell Data Protection System Tools Digital Delivery/DT (422-0008) | 18 |
| Adobe Reader 11 (640-BBDF) | 18 |
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| Dell(TM) Digital Delivery Cirrus Client (640-BBLW) | 18 |
| Enable Low Power Mode (658-BBMQ) | 18 |
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| MY DELL (658-BBVM) | 18 |
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| No Anti-Virus software (650-AAHJ) | 18 |
| Integrated Basic Stand (575-BBCP) | 18 |
| Intel Wireless 7260 Software (555-BBXE) | 18 |

| | |
|---|---|
| ***Total Purchase Price:** | **$22,122.00** |
| **Product Subtotal:** | $22,122.00 |
| **Tax:** | $0.00 |
| **Shipping & Handling:** | $0.00 |
| **State Environmental Fee:** | $0.00 |
| **Shipping Method:** | LTL 5 DAY OR LESS |
| | *(* Amount denoted in $)* |

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# QUOTATION

| | |
|---|---|
| **Quote #:** | **701329180** |
| **Customer #:** | **17927132** |
| **Contract #:** | List Price |
| **CustomerAgreement #:** | |
| **Quote Date:** | **02/10/2015** |
| **Customer Name:** | **HIDALGO COUNTY** |

**Date: 2/10/2015**

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## Sales Professional Information

| | | | |
|---|---|---|---|
| **SALES REP:** | MARLENE S | **PHONE:** | 1800 - 4563355 |
| **Email Address:** | Marlene_S@Dell.com | **Phone Ext:** | 80000 |

**GROUP: 1 QUANTITY: 6 SYSTEM PRICE: $2,220.14 GROUP TOTAL: $13,320.84**

| Description | Quantity |
|---|---|
| Latitude 15 5000 Series (210-ABGO) | 6 |
| 16GB (2x8GB) 1600MHz DDR3L Memory (370-AAEO) | 6 |
| Internal English Single Pointing Keyboard (583-BBJI) | 6 |
| NVIDIA GeForce GT 720M 2GB Graphics (490-BBMY) | 6 |
| Intel Wireless 7260 driver (555-BBQK) | 6 |
| 1TB (5400rpm) Hybrid HDD with 8GB Flash (400-ABMR) | 6 |
| Windows 8.1 Pro 64-bit English (619-ADTC) | 6 |
| US Order (332-1286) | 6 |
| 6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW) | 6 |
| No Optical Drive (429-AAJP) | 6 |
| Intel Dual Band Wireless-AC 7260 802.11ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-BBHI) | 6 |
| E5 Power Cord (US) (537-BBBD) | 6 |
| Windows 8.1 DVD OS Recovery(English) (620-AASU) | 6 |
| Dell Backup and Recovery Basic (637-AAAS) | 6 |
| BTO Standard shipment Air (800-BBGF) | 6 |
| System Documentation, English (340-ACOS) | 6 |
| No Camera Software (319-BBBK) | 6 |
| Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 (989-3449) | 6 |
| ProSupport: Next Business Day Onsite, 1 Year (997-6662) | 6 |
| ProSupport: 7x24 Technical Support, 1 Year (997-6671) | 6 |
| Dell Limited Hardware Warranty (997-6727) | 6 |
| No Out-of-Band Systems Management (631-AACH) | 6 |
| No Resource DVD (430-XXYG) | 6 |
| Fingerprint Reader (Single Poiting) Palmrest (346-BBFX) | 6 |
| System Documentation, English (340-ADNT) | 6 |
| Energy Star 6.0 (387-BBIL) | 6 |

| | |
|---|---|
| 4th gen Intel Core i7-4600U Processor (2.1 GHz, 4M Cache) (338-BCUZ) | 6 |
| Intel Core i7-4600U Processor base with Discrete Graphics and Smartcard Reader (329-BBRY) | 6 |
| Dell Data Protection Encryption Personal Edition Digital Delivery (421-9984) | 6 |
| Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year (954-3455) | 6 |
| LCD Bezel Touch with Camera and Microphone (325-BBCG) | 6 |
| Ship Material, Shuttle, Mix Model (340-AFZW) | 6 |
| Additional Software for Ubuntu (619-ABJJ) | 6 |
| Regulatory Label, Touch (389-BCZY) | 6 |
| No Intel Responsive (551-BBBJ) | 6 |
| Intel Core i7 Processor Label (338-BCMH) | 6 |
| 15.6" FHD (1920x1080) Touch Display with WiGig Technology (391-BBIX) | 6 |
| Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP) | 6 |
| Dell Digital Delivery Cirrus Client (340-AAUC) | 6 |
| Thank you for buying Dell (421-9982) | 6 |
| Dell Data Protection Security Tools Digital Delivery/NB (422-0007) | 6 |
| SW,MY-DELL,CRRS (422-0052) | 6 |
| Latitude 15 5000 Software Drivers (551-BBBU) | 6 |
| Not Selected in this Configuration (640-BBHQ) | 6 |
| Visit www.dell.com/encryption (640-BBHR) | 6 |
| Waves Maxx Audio Royalty (658-BBNF) | 6 |
| McAfee SecurityCenter 12 month (525-0013) | 6 |
| E5 90W AC Adapter, 3-pin (492-BBCU) | 6 |
| Near Field Communications (555-BBLJ) | 6 |

| | |
|---|---|
| ***Total Purchase Price:** | **$13,320.84** |
| **Product Subtotal:** | $13,320.84 |
| **Tax:** | $0.00 |
| **Shipping & Handling:** | $0.00 |
| **State Environmental Fee:** | $0.00 |
| **Shipping Method:** | LTL 5 DAY OR LESS |
| | *(* Amount denoted in $)* |

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If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

**Additional Terms for Public Customers**

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

**Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to HIDALGO COUNTY for the purpose of this proposal is to be considered confidential information belonging to Dell.

**About Dell**

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

Shop at Dell

# QUOTATION

| | |
|---|---|
| **Quote #:** | **701095035** |
| **Customer #:** | **17927132** |
| **Contract #:** | **42AFU** |
| **CustomerAgreement #:** | **DIR-SDD-1951** |
| **Quote Date:** | **02/06/2015** |
| **Date: 2/6/2015** | **Customer Name:** **HIDALGO COUNTY** |

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

## Sales Professional Information

| | | | |
|---|---|---|---|
| **SALES REP:** | MARLENE S | **PHONE:** | 1800 - 4563355 |
| **Email Address:** | Marlene_S@Dell.com | **Phone Ext:** | 80000 |

**GROUP: 1 QUANTITY: 6 SYSTEM PRICE: $1,554.08 GROUP TOTAL: $9,324.48**

| Description | Quantity |
|---|---|
| Latitude 15 5000 Series (210-ABGO) | 6 |
| 16GB (2x8GB) 1600MHz DDR3L Memory (370-AAEO) | 6 |
| Internal English Single Pointing Keyboard (583-BBJI) | 6 |
| NVIDIA GeForce GT 720M 2GB Graphics (490-BBMY) | 6 |
| Intel Wireless 7260 driver (555-BBQK) | 6 |
| 1TB (5400rpm) Hybrid HDD with 8GB Flash (400-ABMR) | 6 |
| Windows 8.1 Pro 64-bit English (619-ADTC) | 6 |
| US Order (332-1286) | 6 |
| 6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW) | 6 |
| No Optical Drive (429-AAJP) | 6 |
| Intel Dual Band Wireless-AC 7260 802.11ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-BBHI) | 6 |
| E5 Power Cord (US) (537-BBBD) | 6 |
| Windows 8.1 DVD OS Recovery(English) (620-AASU) | 6 |
| Dell Backup and Recovery Basic (637-AAAS) | 6 |
| BTO Standard shipment Air (800-BBGF) | 6 |
| System Documentation, English (340-ACOS) | 6 |
| No Camera Software (319-BBBK) | 6 |
| Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 (989-3449) | 6 |
| ProSupport: Next Business Day Onsite, 1 Year (997-6662) | 6 |
| ProSupport: 7x24 Technical Support, 1 Year (997-6671) | 6 |
| Dell Limited Hardware Warranty (997-6727) | 6 |
| No Out-of-Band Systems Management (631-AACH) | 6 |
| No Resource DVD (430-XXYG) | 6 |
| Fingerprint Reader (Single Poiting) Palmrest (346-BBFX) | 6 |
| System Documentation, English (340-ADNT) | 6 |
| Energy Star 6.0 (387-BBIL) | 6 |

| | |
|---|---|
| 4th gen Intel Core i7-4600U Processor (2.1 GHz, 4M Cache) (338-BCUZ) | 6 |
| Intel Core i7-4600U Processor base with Discrete Graphics and Smartcard Reader (329-BBRY) | 6 |
| Dell Data Protection Encryption Personal Edition Digital Delivery (421-9984) | 6 |
| Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year (954-3455) | 6 |
| LCD Bezel Touch with Camera and Microphone (325-BBCG) | 6 |
| Ship Material, Shuttle, Mix Model (340-AFZW) | 6 |
| Additional Software for Ubuntu (619-ABJJ) | 6 |
| Regulatory Label, Touch (389-BCZY) | 6 |
| No Intel Responsive (551-BBBJ) | 6 |
| Intel Core i7 Processor Label (338-BCMH) | 6 |
| 15.6" FHD (1920x1080) Touch Display with WiGig Technology (391-BBIX) | 6 |
| Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP) | 6 |
| Dell Digital Delivery Cirrus Client (340-AAUC) | 6 |
| Thank you for buying Dell (421-9982) | 6 |
| Dell Data Protection Security Tools Digital Delivery/NB (422-0007) | 6 |
| SW,MY-DELL,CRRS (422-0052) | 6 |
| Latitude 15 5000 Software Drivers (551-BBBU) | 6 |
| Not Selected in this Configuration (640-BBHQ) | 6 |
| Visit www.dell.com/encryption (640-BBHR) | 6 |
| Waves Maxx Audio Royalty (658-BBNF) | 6 |
| McAfee SecurityCenter 12 month (525-0013) | 6 |
| E5 90W AC Adapter, 3-pin (492-BBCU) | 6 |
| Near Field Communications (555-BBLJ) | 6 |

| | |
|---|---|
| ***Total Purchase Price:** | **$9,324.48** |
| **Product Subtotal:** | $9,324.48 |
| **Tax:** | $0.00 |
| **Shipping & Handling:** | $0.00 |
| **State Environmental Fee:** | $0.00 |
| **Shipping Method:** | LTL 5 DAY OR LESS |
| | *(* Amount denoted in $)* |

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

**Terms of Sale**

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following

agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

**Additional Terms for Public Customers**

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

**Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

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**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

# Appendix C to DIR Contract No. DIR-SDD-1951 - Pricing Index

For general purchases, Dell is offering fixed discounts as identified in the following table. Please note that these discounts will be based upon then-current retail pricing. Dell reserves the right to change retail prices, and therefore discounted prices, without notice. Standard shipping and handling is waived, however applicable tax (if applicable to the specific customer) or express/custom delivery charges will be added at the time of order.

| Category | Products Classifications | Direct from Dell | Dell Prime with HUB Order Fulfillers | Dell Direct Online |
|---|---|---|---|---|
| | | Discount from Dell Retail Price List | | Minimum Additional Discount** |
| A | Most PowerEdge Servers, PowerEdge Racks; Most CloudEdge; PowerApp Appliance Servers; PowerVault Storage Products; Precision Workstations; OptiPlex Desktops; Most Customer Kits; Latitude Notebooks; Selected Toner; Selected Dell Cisco Switches | 14% | 14% | 1% |
| F | Selected Toner | 3% | 3% | .5% |
| H | Base Ships Fast SKUs (Latitude, Optiplex, and Precision) | 6% | 6% | .5% |
| M | 3rd Party Software & Peripherals - Mainstream Products | 12% | 12% | 1% |
| R | Selected Services | 9.6% | 9.6% | 0% |
| S | Selected Inspirons; Dell Compellent; Dell EqualLogic; Dell Kace; Selected Dell Printers; PowerConnect; Dell Projectors; Dell AIM; Selected PowerEdge; Dell\|EMC; Vostro Notebooks; XPS Notebooks; Alienware Notebooks; Most Dell Cisco switches; Mellanox switches; Dell Force10; Dell AppAssure, Dell SonicWALL | 4% | 4% | .5% |
| U | Spare Parts | 0% | 0% | 0% |
| V | Peripherals and Services with discounts that vary based | Same discount as system | Same discount as system | 0% Additional--Matches Base |

| | | | | |
|---|---|---|---|---|
| | upon the system in which the item is installed | | | |
| X | Selected Dell Printers; Selected Dell Monitors; Selected CloudEdge; Selected PowerEdge; Sonic Data Center Solutions; Selected 3rd Party Software & Peripherals; Non-Discountable Products | 2% | 2% | 0% |
| Z | Selected Inspirons; Vostro Desktops & Notebooks; XPS Desktops; Alienware Desktops; Non-Discountable Service | 0% | 0% | 0% |

**Additional Online Discount: This is defined as the additional discount off of list to be applied for offerings procured through the State of Texas online store only. Quoting and ordering must be initiated and completed online to qualify. Additional discounting applies only to the discounts noted in this table and are not offered in addition to promotional pricing offered to customers under the Dell / Texas DIR contract or Premier Pages maintained qualified to procure under the Dell / Texas DIR contract. Dell reserves the right to increase the online State of Texas procurement discounts at any time without changing the contractually required discounting noted above for the term of the agreement.

## Volume Discounts

The following volume discounts are for Category A only and assume a single purchase order with a maximum of 10 ship-to locations.

| Purchase Order Volume | Minimum Discount* |
|---|---|
| $1.00 - $49,999.99 | 14% |
| $50,000.00 - $199,999.99 | 20% |
| $200,000.00 - $499,999.99 | 22.5% |
| $500,000.00 - $999,999.99 | 25% |
| $1,000,000.00 - $ 2,499,999.99 | 30% |
| $2,500,000.00 - $4,999,999.99 | 35% |
| $5,000,000.00+ | 40% |

*Discounts exclude WYSE products, Latitude 10 tablets and Optiplex All-in-one chassis configurations.

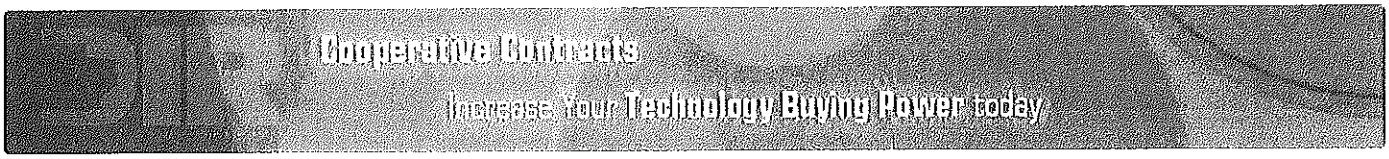
Customers may be permitted to negotiate further discounts based on their specific requirements.

## Recommended Desktop and Notebook Models

Vendor is providing recommended low, mid, and high-end pre-configured Desktop and Notebook Models at fixed prices. The pricing is pre-negotiated firm, fixed pricing to customers, not MSRP. DIR and Vendor will mutually review and agree to pre-configured offerings at least once every six months, and the Vendor website will be updated to reflect current offerings without the requirement of an additional contract amendment. The percentage discounts listed in the standard discounts or volume pricing sections above do not apply to pre-negotiated pricing.








< Back to Main Search

Product Type: **Computers**

Results **1-45** of 45.

**+Products and Services**

**Computers**

Calculators (1)
Computer Peripherals (5)
Computer, Thin Clien... (1)
Computers (7)
Computers - Desktop (5)
Computers - Laptops (7)
Computers - Portable (4)
Computers - Servers (3)
Computers - Tablets (4)
Lease Agreeement - C... (3)

**See More**

**+Brand**

1E Limited (7)
20TH CENTURY FOX (CA... (7)
360 Degree Web (7)
3Dconnexion (7)
3Dilloy (7)
3M (1)
3M (including 3M Tou... (7)
4Xem (7)
Aastra (7)
abit (7)

**See More**

**+Vendor/Reseller**

360 Technologies, In... (11)
3-C Technology (11)
A&A Graphics Supply ... (7)
Abacus Computers, In... (23)
Advanced Mobile Tech... (5)
Advancetech Systems ... (11)
Agilet Solutions, Lt... (7)
Alamo Industries, In... (5)
Alphaworks, LLC (7)
AL-RAZAQ COMPUTING S... (7)

**See More**

**+HUB Type**

Non HUB (42)
Woman Owned (3)

## Contracts by Product/Service Category

| Product Sub-Type | Contract No. | Vendor Name | HUB Type |
|---|---|---|---|
| Maintenance - Computer | DIR-SDD-2067 | PCMG, Inc. dba PCM Gov, Inc. | Non HUB |
| Computers | DIR-SDD-2067 | PCMG, Inc. dba PCM Gov, Inc. | Non HUB |
| Lease Agreeement - Computer | DIR-SDD-2067 | PCMG, Inc. dba PCM Gov, Inc. | Non HUB |
| Computers - Tablets | DIR-SDD-2067 | PCMG, Inc. dba PCM Gov, Inc. | Non HUB |
| Computers - Desktop | DIR-SDD-2068 | Apple Inc. | Non HUB |
| Ruggedized Computers | DIR-SDD-2028 | IdentiSys, Inc. | Non HUB |
| Computers - Desktop | DIR-SDD-2030 | Lenovo (United States), Inc. | Non HUB |
| Lease Agreeement - Computer | DIR-SDD-2068 | Apple Inc. | Non HUB |
| Computers - Laptops | DIR-SDD-2068 | Apple Inc. | Non HUB |
| Computer Peripherals | DIR-SDD-2030 | Lenovo (United States), Inc. | Non HUB |
| Computers - Portable | DIR-SDD-2068 | Apple Inc. | Non HUB |
| Computers | DIR-SDD-2068 | Apple Inc. | Non HUB |
| Computers | DIR-SDD-2030 | Lenovo (United States), Inc. | Non HUB |
| Computers - Laptops | DIR-SDD-2030 | Lenovo (United States), Inc. | Non HUB |
| Computer Peripherals | DIR-SDD-2068 | Apple Inc. | Non HUB |
| Computers - Tablets | DIR-TSO-2520 | Panasonic System Communications Company of North America, Division of Panasonic Corporation of North | Non HUB |
| Computers - Portable | DIR-TSO-2520 | Panasonic System Communications Company of North America, Division of Panasonic Corporation of North | Non HUB |
| Maintenance - Computer | DIR-TSO-2520 | Panasonic System Communications Company of North America, Division of Panasonic Corporation of North | Non HUB |
| Computers - Laptops | DIR-TSO-2520 | Panasonic System Communications Company of North America, Division of Panasonic Corporation of North | Non HUB |
| | | Panasonic System Communications Company of | |

| | | | |
|---|---|---|---|
| Ruggedized Computers | DIR-TSO-2520 | North America, Division of Panasonic Corporation of North | Non HUB |
| Computer Peripherals | DIR-SDD-1951 | Dell Marketing LP | Non HUB |
| Computer, Thin Clients, and Terminals | DIR-TSO-2538 | Hewlett-Packard Company | Non HUB |
| Computers - Servers | DIR-SDD-1951 | Dell Marketing LP | Non HUB |
| Computers | DIR-SDD-1951 | Dell Marketing LP | Non HUB |
| Computers - Portable | DIR-SDD-1951 | Dell Marketing LP | Non HUB |
| Computers - Laptops | DIR-SDD-1951 | Dell Marketing LP | Non HUB |
| Lease Agreeement - Computer | DIR-SDD-1951 | Dell Marketing LP | Non HUB |
| Computers - Desktop | DIR-SDD-1951 | Dell Marketing LP | Non HUB |
| Computer Peripherals | DIR-TSO-2538 | Hewlett-Packard Company | Non HUB |
| Computers - Servers | DIR-TSO-2530 | Austin Ribbon & Computer Supplies, Inc. | Woman Owned |
| Computers - Desktop | DIR-TSO-2538 | Hewlett-Packard Company | Non HUB |
| Computers - Laptops | DIR-TSO-2538 | Hewlett-Packard Company | Non HUB |
| Computers - Portable | DIR-TSO-2538 | Hewlett-Packard Company | Non HUB |
| Computers | DIR-TSO-2538 | Hewlett-Packard Company | Non HUB |
| Computers - Servers | DIR-TSO-2538 | Hewlett-Packard Company | Non HUB |
| Calculators | DIR-SDD-2259 | D&H Distributing Company | Non HUB |
| Computers - Tablets | DIR-SDD-2191 | Synergy Electronics | Woman Owned |
| Computers | DIR-SDD-2069 | Complete Tablet Solutions / CTS | Non HUB |
| Ruggedized Computers | DIR-SDD-2061 | Portable Computer Systems, Inc. | Non HUB |
| Computers - Laptops | DIR-SDD-2191 | Synergy Electronics | Woman Owned |
| Computers - Tablets | DIR-SDD-2061 | Portable Computer Systems, Inc. | Non HUB |
| Computers - Desktop | DIR-SDD-1997 | Virtucom, Inc. | Non HUB |
| Computer Peripherals | DIR-SDD-1997 | Virtucom, Inc. | Non HUB |
| Computers - Laptops | DIR-SDD-1997 | Virtucom, Inc. | Non HUB |
| Computers | DIR-SDD-1997 | Virtucom, Inc. | Non HUB |

< **Back to Main Search**

Results **1-45** of 45.



**Dept. of Information Resources**
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700




< Return to search results < Return to Main Search

## Dell Marketing LP

**URL** Vendor Website
**Vendor ID** 1742616805400
**HUB Type** Non HUB

**DIR Contract Number** DIR-SDD-1951
**Contract Term End Date** 2/9/2015
**Contract Exp Date** 1/9/2017

**Dell Marketing LP**
**Contact** Cyndi Radel
**Phone** (231) 747-9294
**Fax** 512-283-9092

DIR
**Contact** Airy Luangaphay
**Phone** (512) 463-3018
**Fax** (512) 475-4759

### Contract Overview

Get Adobe Reader

Note: Persons using assistive technology may not be able to fully access information in these documents. For assistance, please contact the DIR contract manager above or email the HUB department at dir.hub@dir.texas.gov.

**Contract: DIR-SDD-1951**

**Standard Terms and Conditions PDF - 422 KB**
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 596 KB | Updated 11/07/2014**
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 155 KB | Updated 01/09/2013**
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

**Electronic and Information Resources (EIR) Accessibility**
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

< No thanks, return to search

### How to Order

1. For product and pricing information, visit the Dell Marketing LP website or contact Meredith Sturgeon at (512) 513-9361. **Reseller Vendors are also available through this Contract.** You can also obtain product and pricing information from the Reseller Vendor contacts listed below (under Additional Contract Information-TX Order Fulfillers-By customer type). Please note that not all Reseller Vendors are authorized to accept orders from all customers. To determine the eligible Reseller Vendors for your account, please see contacts listed below (under Additional Contract Information-TX Order Fulfillers-By customer type).
2. Generate a purchase order, made payable to Dell Marketing LP or any Reseller Vendor listed below. You must reference Contract Number **DIR-SDD-1951** on your purchase order.
3. Email or fax your purchase order and quote form to Dell Marketing LP at (512) 283-9092 or any Reseller Vendor listed below.
4. Note: All customer purchase orders must reference contract number **DIR-SDD-1951 and Contract Code #42AFU** when submitted to Dell or Reseller Vendor listed below.
5. **Pricing is the same regardless of the Order Fulfiller so there is no need to contact more than one.**

Contact Meredith Sturgeon to obtain copies of VPATs.

### Available Brands

1E Limited
20TH CENTURY FOX (CANADA)
360 Degree Web
3Dconnexion
3DiJoy
3M

### Available Products & Services

Computer Peripherals
Computers
Computers - Desktop
Computers - Laptops
Computers - Portable
Computers - Servers

### Additional Contract Information

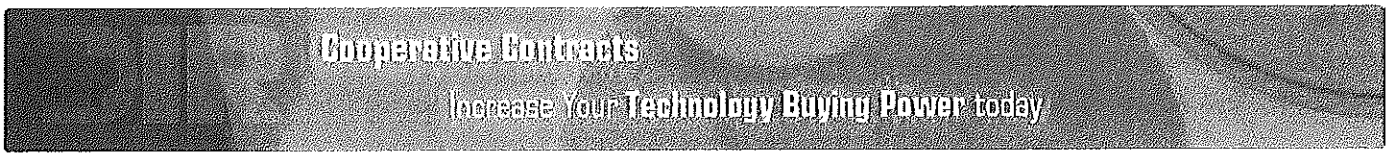
DIR-SDD-1951-Texas Dell Contacts 2014 (326 KB)
Appendix D, Dell Service Agreement (244 KB)
Exhibit 1 to Appendix D Service Agreement (178 KB)
Appendix E, Master Operating Lease Agreement (496 KB)
Appendix F, Master Lease Agreement (302 KB)
TX Order Fulfillers By customer type (187 KB)

### Reseller Vendor Contacts

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---|---|---|---|---|
| Abacus Computers, Inc. | 1751844304300 | Asian/Male | Mark Singh | Phone: (432) 687-5424<br>Fax: (432) 682-7741 | 6 Desta Drive, Suite 1350<br>Midland, TX 79705 |
| Austin Ribbon & Computer Supplies, Inc. | 1742339797900 | Woman Owned | Ryan Grant | Phone: (512) 681-6244<br>Fax: 512-452-0691 | 9211 Waterford Centre Blvd, Suite 202<br>Austin, TX 78758 |
| Centre Technologies | 1510609177800 | Woman Owned | Chris Pace | Phone: (281) 506-2480<br>Fax: (888) 649-1754 | 480 N. Sam Houston Parkway<br>Houston, TX 77060 |
| Checkpoint Services, Inc. | 1742775490200 | Woman Owned | Kristen Cox | Phone: (915) 581-1185<br>Fax: 915-585-7751 | 1790 Commerce Park, Suite A-1<br>El Paso, TX 79912 |
| Commonwealth Computer Company | 1742748769300 | Black/Male | Bill Broadus | Phone: 210-698-3825<br>Fax: (210) 698-3231 | 24165 Ih 10 West Suite 217-616<br>San Antonio, TX 78257 |
| Cooper Consulting Company | 1742723942500 | Woman Owned | Kellye Prosise | Phone: 512-527-1000<br>Fax: 512-527-1001 | 601 Farley Drive<br>Austin, TX 78753 |
| Decision Tree, Inc. | 1742538104700 | Woman Owned | Brent Lawson | Phone: (915) 584-3419<br>Fax: (915) 833-1614 | 306 Thunderbird Drive<br>El Paso, TX 79912 |
| EST Group, L.L.C. | 1203330208900 | Woman Owned | Tim Spires | Phone: 817-366-1830<br>Fax: 817-210-4211 | 1907 Ascension Suite 100<br>Arlington, TX 76003 |
| Freeit Data Solutions, Inc. | 1272209002900 | Woman Owned | Wayne Orchid | Phone: (512) 629-1157<br>Fax: (866) 895-7363 | 604 Harthan Street<br>Austin, TX 78703 |
| HiEd Inc. | 1760385002900 | Woman Owned | Leslie Harris | Phone: (800) 876-3467 | 1850 N Greenville Ave<br>Richardson, TX 75081 |
| Insight Public Sector, Inc. | 1363949000500 | Non HUB | Michelle Abbamonte | Phone: (800) 467-4448<br>Fax: (480) 760-7440 | 2250 Pinehurst Blvd. Suite 200<br>Addison, IL 60101 |
| Logical Front, LLC | 1651171025900 | Non HUB | Steve Wheeler | Phone: (832) 764-3444<br>Fax: (936) 494-1986 | 2 Eagle Rise Place<br>The Woodlands, TX 77382 |
| SHI Government Solutions, Inc. | 1223695478500 | Asian/Male | Shi Texas Team | Fax: 512-732-0232 | 1301 South Mopac Expressway Ste. 375<br>Austin, TX 78746 |
| Sirius Computer Solutions, Inc | 1742836721700 | Non HUB | Phyllis Byrd (Pi) | Phone: 210-369-0617<br>Fax: (866) 313-0960 | 10100 Reunion Place, Suite 500<br>San Antonio, TX 78216 |
| Solid IT Networks, Inc. | 1752950821400 | Non HUB | Newt Newman | Phone: 940-464-0608<br>Fax: 940-464-0181 | 16507 Hedgecroft, Ste. 100<br>Houston, TX 77060 |
| Summus Industries, Inc | 1760533392500 | Black/Male | Rodney Craig | Phone: (281) 640-1765<br>Fax: (281) 640-1766 | 77 Sugar Creek Center Blvd. Suite 420<br>Sugarland, TX 77478 |
| Virtual Communications | 1571164705500 | Non HUB | Josh Mcconnell | Phone: (903) 675-8604<br>Fax: (903) 675-7242 | 113 N. Murchison St<br>Athens, TX 75751 |
| Waypoint | 7605503659 | Non HUB | Paul Neyman | Phone: (281) 797-2464<br>Fax: (281) 598-8230 | 10555 Cossey Rd<br>Houston, TX 77070 |
| xNet Systems, Inc. | 1760577006800 | Woman Owned | Barry Boland | Phone: 281-539-0886<br>Fax: (281) 646-6702 | 14340 Torrey Chase Blvd, Suite 140<br>Houston, TX 77014 |



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< Return to search results < Return to Main Search

## Dell Marketing LP

**URL** Vendor Website
**Vendor ID** 1742616805400
**HUB Type** Non HUB

**DIR Contract Number** DIR-SDD-1951
**Contract Term End Date** 2/9/2015
**Contract Exp Date** 1/9/2017

**Dell Marketing LP**
**Contact** Cyndi Radel
**Phone** (231) 747-9294
**Fax** 512-283-9092

**DIR**
**Contact** Airy Luangaphay
**Phone** (512) 463-3018
**Fax** (512) 475-4759

### Contract Overview

Get Adobe Reader

Note: Persons using assistive technology may not be able to fully access information in these documents. For assistance, please contact the DIR contract manager above or email the HUB department at dir.hub@dir.texas.gov.

**Contract: DIR-SDD-1951**

**Standard Terms and Conditions PDF - 422 KB**
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 596 KB | Updated 11/07/2014**
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 155 KB | Updated 01/09/2013**
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

**Electronic and Information Resources (EIR) Accessibility**
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

< No thanks, return to search

### How to Order

1. For product and pricing information, visit the Dell Marketing LP website or contact Meredith Sturgeon at (512) 513-9361. **Reseller Vendors are also available through this Contract.** You can also obtain product and pricing information from the Reseller Vendor contacts listed below (under Additional Contract Information-TX Order Fulfillers-By customer type). Please note that not all Reseller Vendors are authorized to accept orders from all customers. To determine the eligible Reseller Vendors for your account, please see contacts listed below (under Additional Contract Information-TX Order Fulfillers-By customer type).
2. Generate a purchase order, made payable to Dell Marketing LP or any Reseller Vendor listed below. You must reference Contract Number **DIR-SDD-1951** on your purchase order.
3. Email or fax your purchase order and quote form to Dell Marketing LP at (512) 283-9092 or any Reseller Vendor listed below.
4. Note: All customer purchase orders must reference contract number **DIR-SDD-1951 and Contract Code #42AFU** when submitted to Dell or Reseller Vendor listed below.
5. **Pricing is the same regardless of the Order Fulfiller so there is no need to contact more than one.**

Contact Meredith Sturgeon to obtain copies of VPATs.

### Available Brands

1E Limited
20TH CENTURY FOX (CANADA)
360 Degree Web
3Dconnexion
3DIJoy
3M

### Available Products & Services

Computer Peripherals
Computers
Computers - Desktop
Computers - Laptops
Computers - Portable
Computers - Servers

### Additional Contract Information

DIR-SDD-1951-Texas Dell Contacts 2014 (326 KB)
Appendix D, Dell Service Agreement (244 KB)
Exhibit 1 to Appendix D Service Agreement (178 KB)
Appendix E, Master Operating Lease Agreement (496 KB)
Appendix F, Master Lease Agreement (302 KB)
TX Order Fulfillers By customer type (187 KB)

### Reseller Vendor Contacts

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---|---|---|---|---|
| Abacus Computers, Inc. | 1751844304300 | Asian/Male | Mark Singh | Phone: (432) 687-5424<br>Fax: (432) 682-7741 | 6 Desta Drive, Suite 1350<br>Midland, TX 79705 |
| Austin Ribbon & Computer Supplies, Inc. | 1742339797900 | Woman Owned | Ryan Grant | Phone: (512) 681-6244<br>Fax: 512-452-0691 | 9211 Waterford Centre Blvd, Suite 202<br>Austin, TX 78758 |
| Centre Technologies | 1510609177800 | Woman Owned | Chris Pace | Phone: (281) 506-2480<br>Fax: (888) 649-1754 | 480 N. Sam Houston Parkway<br>Houston, TX 77060 |
| Checkpoint Services, Inc. | 1742775490200 | Woman Owned | Kristen Cox | Phone: (915) 581-1185<br>Fax: 915-585-7751 | 1790 Commerce Park, Suite A-1<br>El Paso, TX 79912 |
| Commonwealth Computer Company | 1742748769300 | Black/Male | Bill Broadus | Phone: 210-698-3825<br>Fax: (210) 698-3231 | 24165 Ih 10 West Suite 217-616<br>San Antonio, TX 78257 |
| Cooper Consulting Company | 1742723942500 | Woman Owned | Kellye Prosise | Phone: 512-527-1000<br>Fax: 512-527-1001 | 601 Farley Drive<br>Austin, TX 78753 |
| Decision Tree, Inc. | 1742538104700 | Woman Owned | Brent Lawson | Phone: (915) 584-3419<br>Fax: (915) 833-1614 | 306 Thunderbird Drive<br>El Paso, TX 79912 |
| EST Group, L.L.C. | 1203330208900 | Woman Owned | Tim Spires | Phone: 817-366-1830<br>Fax: 817-210-4211 | 1907 Ascension Suite 100<br>Arlington, TX 76003 |
| Freeit Data Solutions, Inc. | 1272209002900 | Woman Owned | Wayne Orchid | Phone: (512) 629-1157<br>Fax: (866) 895-7363 | 604 Harthan Street<br>Austin, TX 78703 |
| HiEd Inc. | 1760385002900 | Woman Owned | Leslie Harris | Phone: (800) 876-3467 | 1850 N Greenville Ave<br>Richardson, TX 75081 |
| Insight Public Sector, Inc. | 1363949000500 | Non HUB | Michelle Abbamonte | Phone: (800) 467-4448<br>Fax: (480) 760-7440 | 2250 Pinehurst Blvd. Suite 200<br>Addison, IL 60101 |
| Logical Front, LLC | 1651171025900 | Non HUB | Steve Wheeler | Phone: (832) 764-3444<br>Fax: (936) 494-1986 | 2 Eagle Rise Place<br>The Woodlands, TX 77382 |
| SHI Government Solutions, Inc. | 1223695478500 | Asian/Male | Shi Texas Team | Fax: 512-732-0232 | 1301 South Mopac Expressway Ste. 375<br>Austin, TX 78746 |
| Sirius Computer Solutions, Inc | 1742836721700 | Non HUB | Phyllis Byrd (Pi) | Phone: 210-369-0617<br>Fax: (866) 313-0960 | 10100 Reunion Place, Suite 500<br>San Antonio, TX 78216 |
| Solid IT Networks, Inc. | 1752950821400 | Non HUB | Newt Newman | Phone: 940-464-0608<br>Fax: 940-464-0181 | 16507 Hedgecroft, Ste. 100<br>Houston, TX 77060 |
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| Virtual Communications | 1571164705500 | Non HUB | Josh Mcconnell | Phone: (903) 675-8604<br>Fax: (903) 675-7242 | 113 N. Murchison St<br>Athens, TX 75751 |
| Waypoint | 7605503659 | Non HUB | Paul Neyman | Phone: (281) 797-2464<br>Fax: (281) 598-8230 | 10555 Cossey Rd<br>Houston, TX 77070 |
| xNet Systems, Inc. | 1760577006800 | Woman Owned | Barry Boland | Phone: 281-539-0886<br>Fax: (281) 646-6702 | 14340 Torrey Chase Blvd, Suite 140<br>Houston, TX 77014 |



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# COOPERATIVES

| | | |
|---|---|---|
| BuyBoard | BuyBoard | www.buyboard.com |
| The Department Of Information Resources (DIR) | DIR | www.dir.state.tx.us |
| Texas Correctional Industries (TCI) | TCI | www.tci.tdcj.state.tx.us |
| Harris County Department Of Education<br>Choice Facility Partners<br>Cooperative Purchasing | | www.hcde-texas.org |
| General Service Administration (GSA)<br>Scheduled 70-IT Technology<br>Disaster Related Resources<br>Law Enforcement-Certain Categories | GSA | www.gsa.gov |
| Houston-Galveston-Area Council (H-GAC) | H-GAC | www.h-gac.com |
| Region One Education Service | | www.esc1.net |
| The Cooperative Purchasing Network (TCPN) | TCPN | www.tcpn.org |
| Texas Association Of School Board (TASB) | TASB | www.tasb.org |
| Cooperative TIPS/TAPS Purchasing System | TIPS/TAPS | www.tips.-usa.com |
| US Communities | | www.uscommunities.org |
| Western Alliance | | www.aboutwsca.org |
| Window On State Government (TPASS)<br>TXMAS<br>State Travel Management Program<br>State Emergency Management Contingency Contracts | TPASS<br>TXMAS | www.window-state.tx.us |
| National Association Of Counties (NACO) | NACO | www.naco.org |

**AI -48768** **Urban County** **16. H.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

**Department:** URBAN COUNTY

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## Information

**CAPTION**

The Urban County Program on behalf of City of Peñitas, is requesting consideration and action to approve a purchase order to 2GS, LLC in the amount of $24,448.00 for a Street Improvements project, utilizing funds from the UCP Year 25 (2012).

**BACKGROUND**

The city of Peñitas received three written quotes and requested that the lowest responsible quote from 2GS, LLC be accepted for the paving of Park Avenue include all labor and materials. Please see attached Price Quotation Sheet with city and engineer's recommendation letters and contractor's general liability insurance.

**Contractor: 2GS, LLC**

**Contract Amount: $ 24,448.00**

**Available**
**Funds: $ 31,210.00 2012- STREET IMPROVEMENTS**

---

## Fiscal Impact

## Attachments

City of Peñitas purchase order to 2GS, LLC

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/06/2015 10:05 AM |

| | | |
|---|---|---|
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Olga Lerma | | Started On: 03/05/2015 04:30 PM |
| Final Approval Date: 03/13/2015 | | |

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2015

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 | San Juan Insurance Agency, Inc<br>DBA Valley Ins Providers OR Truckers Ins<br>PO Drawer 3783<br>McAllen TX 78502 |
| CONTACT NAME: | NORMA PEREZ |
| PHONE (A/C, No, Ext): | (956) 781-6663 |
| FAX (A/C, No): | (956) 702-7556 |
| E-MAIL ADDRESS: | nperez@vip-ins.net |
| INSURED | 2GS, LLC<br>PO BOX 595<br>Penitas TX 78576- |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : TECHNOLOGY INSURANCE COMPANY | |
| INSURER B : TEXAS MUTUAL INSURANCE COMPANY | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | WPP124419300 | 02/21/2015 | 02/21/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X PD DEDUCTIBLE $2,000 | | | | | | MED EXP (Any one person) | $ 5,000 |
| | X BI DEDUCTIBLE $2,000 | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | X | X | WPP124419300 | 02/21/2015 | 02/21/2016 | 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 $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | X | TSF-0001234244 | 02/21/2015 | 02/21/2016 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | CONTRACTOR'S EQUIPMENT | | | WPP124419300 | 02/21/2015 | 02/21/2016 | LEASED/RENTED | 250,000 |
| | | | | | | | DEDUCTIBLE $1000 | |

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

Project: City of Penitas Park Avenue Paving improvements.

CERTIFICATE HOLDER

HIDALGO COUNTY-URBAN COUNTY PROGRAM
427
E. DURANTA AVE., SUITE 107
ALAMO TX 78516-

Fax: ( ) -

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 J Young

AI 012769

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# URBAN COUNTY PROGRAM
# COUNTY OF HIDALGO

## Price Quotations

**VENDOR #1**
**Name:** 2GS, LLC **Person Contacted:** HUMBERTO GARCIA, JR. **Phone:** 956-424-3414

| Item# | Quantity | Description | Amount |
|---|---|---|---|
| 1 | 1 | Street Improvements-paving on Park Avenue, Penitas Texas | **$24,448.00** |
| | | | |
| | | | |

**VENDOR #2**
**Name:** Badillo Paving & Construction **Person Contacted:** Aaron Badillo **Phone:** 956-432-5499

| Item# | Quantity | Description | Amount |
|---|---|---|---|
| 1 | 1 | Street Improvements-paving on Park Avenue, Penitas Texas | **$35,505.00** |
| | | | |
| | | | |

**VENDOR #3**
**Name:** Valley Paving, Inc. **Person Contacted:** Oscar Cordova **Phone:** 956-585-5908

| Item# | Quantity | Description | Amount |
|---|---|---|---|
| 1 | 1 | Street Improvements-paving on Park Avenue, Penitas Texas | **$52,270.00** |
| | | | |
| | | | |

**Recommendation:** To go with lowest quote in the amount of $24,448.00 from 2GS, LLC.

**Requested by:** Oscar Cuellar, City Manager, 3-5-2015 **Approved by:** 3/5/15
Date Date

**Form UCA -10-e**

# JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295


March 4, 2015

Mr. Oscar Cuellar, City Manager
City of Peñitas
P.O. Box 204
Peñitas, Texas 78576

**Re: City of Peñitas Park Avenue Paving Improvements**

Dear Mr. Cuellar,

Quotes were received and opened for the subject project on March 4, 2015. A total of three quotes were received with 2GS, LLC being the low bidder with a total base bid of $24,448.00. Attached is a copy of the bid tabulation for your review. This project involves the paving of Park Avenue adjacent to the Municipal Park. 2GS, LLC is a reputable firm who have constructed numerous projects in the Hidalgo County area. We recommend award of the contract to2GS, LLC in the amount of $24,448.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

**JAVIER HINOJOSA ENGINEERING**

Javier Hinojosa, P.E.

cc: Ms. Lupita Garcia, Urban County Program, Program Coordinator II

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2015\LETTERS\BID RECOMMENDATION\Cuellar-Oscar-03-04-15.doc

**BID TABULATION SHEET**
**Hidalgo County Urban County Program**
**City of Peñitas Park Avenue Paving Improvements**
**Engineer: Javier Hinojosa Engineering**
**Bid Date: March 4, 2015 @ 2:00 p.m.**

| Bidder | Total Base Bid |
|---|---|
| 1. 2GS, LLC | $24,448.00 |
| 2. Badillo Paving and Construction | $35,505.00 |
| 3. Valley Paving, Inc. | $52,270.00 |

**Bid Tabulation**
**City of Peñitas Park Avenue**
**Owner: City of Peñitas**
**Engineer: Javier Hinojosa Engineering**
**Bid Date: March 4, 2015**

| A. Park Avenue | | | 2GS, LLC | | Badillo Paving and Const. | | Valley Paving, Inc. | |
|---|---|---|---|---|---|---|---|---|
| 1. Unc. Excavation/Subgrade Preparation | 300 | CY | $15.00 | $4,500.00 | $24.00 | $7,200.00 | $15.00 | $4,500.00 |
| 2. 8" Flexible Base | 600 | SY | $15.00 | $9,000.00 | $13.50 | $8,100.00 | $17.50 | $10,500.00 |
| 3. 2" HMAC | 500 | SY | $9.00 | $4,500.00 | $22.00 | $11,000.00 | $19.00 | $9,500.00 |
| 4. 6" Curb and Gutter | 125 | LF | $10.00 | $1,250.00 | $15.00 | $1,875.00 | $30.00 | $3,750.00 |
| 5. Break Exist. Curb and Replace with 72" Valley Gutter | 60 | LF | $35.00 | $2,100.00 | $37.50 | $2,250.00 | $150.00 | $9,000.00 |
| 6. Handicap Ramp | 2 | EA | $350.00 | $700.00 | $350.00 | $700.00 | $1,500.00 | $3,000.00 |
| 7. 5' Concrete Sidewalk | 20 | LF | $20.00 | $400.00 | $35.00 | $700.00 | $150.00 | $3,000.00 |
| 8. Adjust Sewer Manhole | 1 | EA | $500.00 | $500.00 | No Bid | No Bid | $2,500.00 | $2,500.00 |
| 9. Remove Exist. Sidewalk | 80 | LF | $5.00 | $400.00 | $6.50 | $520.00 | $25.00 | $2,000.00 |
| 10. Stop Sign Assembly with Street Names | 1 | EA | $400.00 | $400.00 | $1,000.00 | $1,000.00 | $1,200.00 | $1,200.00 |
| 11. 12" Concrete Gutter | 24 | LF | $10.00 | $240.00 | $15.00 | $360.00 | $30.00 | $720.00 |
| 12. 6" Lime Treated Subgrade (If Required) | 600 | SY | $0.75 | $450.00 | No Bid | No Bid | $1.00 | $600.00 |
| 13. Lime (If Required) | 8 | TONS | $1.00 | $8.00 | $225.00 | $1,800.00 | $250.00 | $2,000.00 |
| **Total Base Bid (Item A)** | | | | **$24,448.00** | | **$35,505.00** | | **$52,270.00** |

# EXHIBIT "B"

## BID PAGE

**Hidalgo County – Urban County Program**
**City of Peñitas Park Avenue Paving Improvements**

**SCOPE OF WORK DESCRIPTION:**
**Street improvements/paving improvements on Park Avenue in City of Peñitas**

**BID PRICE:** $ 24,448.00

**ALTERNATE PRICE:** $ _____

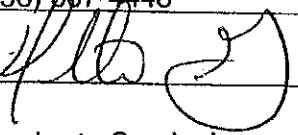
**BIDDER/COMPANY NAME:** 2GS, LLC

**ADDRESS:** P.O. BOX 595

**CITY/STATE/ZIP CODE:** Peñitas, Texas 78576

**PHONE & FAX NO.'S:** (956) 424-3414 and (956) 683-6149

**CELLULAR #:** (956) 607-4448

**AUTHORIZED SIGNATURE:** 

**PRINTED NAME:** Humberto Garcia Jr.

**TITLE:** Member

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**BID FOR UNIT PRICE CONTRACTS**

Place Javier Hinojosa Engineering
Date March 04, 2015
Project No.

Proposal of 2GS, LLC (Hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of TEXAS LLC,* a partnership, or an individual doing business as Limited Liability Company.

To the **Hidalgo County,**

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **City of Peñitas Park Avenue Paving Improvements**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **45** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **$300.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions

Bidder acknowledges receipt of the following addendum:

---

*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all the **City of Peñitas Park Avenue Paving Improvements** work described in the specifications and show on the plans, for the following unit prices:

A. **Park Avenue**

| Item No. | Est. Qty. | Description | Unit Price (Each) | Total |
|---|---|---|---|---|
| 1. | 300 CY | Unc. Excavation/ Subgrade Preparation | fifteen dollars and zero cents Dollars & Cents ($ 15.00 ) | four thousand five hundred dollars and zero cents Dollars & Cents ($ 4,500.00 ) |
| 2. | 600 SY | 8" Flexible Base | fifteen dollars and zero cents Dollars & Cents ($ 15.00 ) | nine thousand dollars and zero cents Dollars & Cents ($ 9,000.00 ) |

| | | | | |
|---|---|---|---|---|
| 3. | 500 SY | 2" HMAC | nine dollars and zero cents<br>Dollars & Cents<br>($ 9.00 ) | four thousand five hundred dollars and zero cents<br>Dollars & Cents<br>($ 4,500.00 ) |
| 4. | 125 LF | 6" Curb & Gutter | ten dollars and zero cents<br>Dollars & Cents<br>($ 10.00 ) | one thousand two hundred fifty dollars and zero cents<br>Dollars & Cents<br>($ 1,250.00 ) |
| 5. | 60 LF | Break Exist. Curb and Replace with 72" Valley Gutter | thirty-five dollars and zero cents<br>Dollars & Cents<br>($ 35.00 ) | two thousand one hundred dollars and zero cents<br>Dollars & Cents<br>($ 2,100.00 ) |
| 6. | 2 EA | Handicap Ramp | three hundred fifty dollars and zero cents<br>Dollars & Cents<br>($ 350.00 ) | seven hundred dollars and zero cents<br>Dollars & Cents<br>($ 700.00 ) |
| 7. | 20 LF | 5' Concrete Sidewalk | twenty dollars and zero cents<br>Dollars & Cents<br>($ 20.00 ) | four hundred dollars and zero cents<br>Dollars & Cents<br>($ 400.00 ) |
| 8. | 1 EA | Adjust Sewer Manhole | five hundred dollars and zero cents<br>Dollars & Cents<br>($ 500.00 ) | five hundred dollars and zero cents<br>Dollars & Cents<br>($ 500.00 ) |
| 9. | 80 LF | Remove Exist. Sidewalk | five dollars and zero cents<br>Dollars & Cents<br>($ 5.00 ) | four hundred dollars and zero cents<br>Dollars & Cents<br>($ 400.00 ) |

| | | | | |
|---|---|---|---|---|
| 10. | 1 EA | Stop Sign Assembly with Street Names | four hundred dollars and zero cents<br>Dollars & Cents<br>($ 400.00 ) | four hundred dollars and zero cents<br>Dollars & Cents<br>($ 400.00 ) |
| 11. | 24 LF | 12" Concrete Gutter | ten dollars and zero cents<br>Dollars & Cents<br>($ 10.00 ) | two hundred forty dollars and zero cents<br>Dollars & Cents<br>($ 240.00 ) |
| 12. | 600 SY | 6" Lime Treated Subgrade (If Required) | seventy-five cents<br>Dollars & Cents<br>($ 0.75 ) | four hundred fifty dollars and zero cents<br>Dollars & Cents<br>($ 450.00 ) |
| 13. | 8 TONS | Lime (If Required) | one dollar and zero cents<br>Dollars & Cents<br>($ 1.00 ) | eight dollars and zero cents<br>Dollars & Cents<br>($ 8.00 ) |
| | | | **TOTAL BASE BID (ITEM A )** | **$ 24,448.00** |

**(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)**

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

By _____ Member
(Title)

P.O. Box 595, Peñitas, Texas 78576
(Business Address and Zip Code)

(SEAL - if bid is by a corporation )

# EXHIBIT "B"

## BID PAGE

**Hidalgo County – Urban County Program**
**City of Peñitas Park Avenue Paving Improvements**

**SCOPE OF WORK DESCRIPTION:**
**Street improvements/paving improvements on Park Avenue in City of Peñitas**

**BID PRICE:** $ 35,505.00

**ALTERNATE PRICE:** $ _____

**BIDDER/COMPANY NAME:** Badillo Paving & Construction

**ADDRESS:** 5613 Austin Cr.

**CITY/STATE/ZIP CODE:** Mission, TX. 78574

**PHONE & FAX NO.'S:** _____

**CELLULAR #:** (956) 432-5499

**AUTHORIZED SIGNATURE:** _____

**PRINTED NAME:** Aaron Badillo.

**TITLE:** Owner

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**BID FOR UNIT PRICE CONTRACTS**

Place Javier Hinojosa Engineering
Date _____
Project No._____

Proposal of _____ (Hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of TEXAS _____,* a partnership, or an individual doing business as _____.

To the **Hidalgo County**,

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **City of Peñitas Park Avenue Paving Improvements**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **45** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **$300.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions

Bidder acknowledges receipt of the following addendum:

_____

*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all the **City of Peñitas Park Avenue Paving Improvements** work described in the specifications and show on the plans, for the following unit prices:

**A. Park Avenue**

| Item No. | Est. Qty. | Description | Unit Price (Each) | Total |
|---|---|---|---|---|
| 1. | 300 CY | Unc. Excavation/ Subgrade Preparation | Dollars & Cents ($ 24.00 ) | Dollars & Cents ($ 7,200.00 ) |
| 2. | 600 SY | 8" Flexible Base | Dollars & Cents ($ 13.50.00 ) | Dollars & Cents ($ 8,100.00 ) |

| | | | | |
|---|---|---|---|---|
| 3. | 500 SY | 2" HMAC | Dollars & Cents ($ 22 ) | Dollars & Cents ($ 11,000.00 ) |
| 4. | 125 LF | 6" Curb & Gutter | Dollars & Cents ($ 15 ) | Dollars & Cents ($ 1,875.00 ) |
| 5. | 60 LF | Break Exist. Curb and Replace with 72" Valley Gutter | Dollars & Cents ($ 37.50 ) | Dollars & Cents ($ 2,250.00 ) |
| 6. | 2 EA | Handicap Ramp | Dollars & Cents ($ 350.00 ) | Dollars & Cents ($ 700.00 ) |
| 7. | 20 LF | 5' Concrete Sidewalk | Dollars & Cents ($ 35.00 ) | Dollars & Cents ($ 700.00 ) |
| 8. | 1 EA | Adjust Sewer Manhole | Dollars & Cents ($ ) | Dollars & Cents ($ ) |
| 9. | 80 LF | Remove Exist. Sidewalk | Dollars & Cents ($ 6.50 ) | Dollars & Cents ($ 520.00 ) |

| | | | | |
|---|---|---|---|---|
| 10. | 1 EA | Stop Sign Assembly with Street Names | Dollars & Cents ($1,000.00) | Dollars & Cents ($1,000.00) |
| 11. | 24 LF | 12" Concrete Gutter | Dollars & Cents ($15.00) | Dollars & Cents ($360.00) |
| 12. | 600 SY | 6" Lime Treated Subgrade (If Required) | Dollars & Cents ($_____) | Dollars & Cents ($_____) |
| 13. | 8 TONS | Lime (If Required) | Dollars & Cents ($225.00) | Dollars & Cents ($1,800.00) |
| | | **TOTAL BASE BID (ITEM A)** | | $35,505.00 |

**(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**BID FOR UNIT PRICE CONTRACTS**

Place Javier Hinojosa Engineering
Date March 4, 2015
Project No. _____

Proposal of Valley Paving Inc. (Hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of TEXAS _____,* a partnership, or an individual doing business as _____.

To the **Hidalgo County,**

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **City of Peñitas Park Avenue Paving Improvements,** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **45** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **$300.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions

Bidder acknowledges receipt of the following addendum:

---

*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all the **City of Peñitas Park Avenue Paving Improvements** work described in the specifications and show on the plans, for the following unit prices:

**A. Park Avenue**

| Item No. | Est. Qty. | Description | Unit Price (Each) | Total |
|---|---|---|---|---|
| 1. | 300 CY | Unc. Excavation/ Subgrade Preparation | Fifteen Dollars Dollars & Cents ($ 15.00 ) | Forty Five Hundred Dollars & Cents ($ 4500.00 ) |
| 2. | 600 SY | 8" Flexible Base | Seventeen Dollars Fifty Dollars & Cents ($ 17.50 ) | Ten Thousand Five Hundred Dollars & Cents ($ 10,500.00 ) |

| | | | | |
|---|---|---|---|---|
| 3. | 500 SY | 2" HMAC | Nineteen Dollars<br>Dollars & Cents<br>($ 1900 ) | Nine Thousand Five Hundred<br>Dollars & Cents<br>($ 9,600.00 ) |
| 4. | 125 LF | 6" Curb & Gutter | Thirty Dollars<br>Dollars & Cents<br>($ 30.00 ) | Three Thousand Seven Hundred Fifty<br>Dollars & Cents<br>($ 3750.00 ) |
| 5. | 60 LF | Break Exist. Curb and Replace with 72" Valley Gutter | One Hundred Fifty<br>Dollars & Cents<br>($ 150.00 ) | Nine Thousand<br>Dollars & Cents<br>($ 9000.00 ) |
| 6. | 2 EA | Handicap Ramp | Fifteen Hundred<br>Dollars & Cents<br>($ 1500.00 ) | Three Thousand<br>Dollars & Cents<br>($ 3000.00 ) |
| 7. | 20 LF | 5' Concrete Sidewalk | One Hundred Fifty<br>Dollars & Cents<br>($ 150.00 ) | Three Thousand<br>Dollars & Cents<br>($ 3000.00 ) |
| 8. | 1 EA | Adjust Sewer Manhole | Twenty Five Hundred<br>Dollars & Cents<br>($ 2500.00 ) | Twenty Five Hundred<br>Dollars & Cents<br>($ 2500.00 ) |
| 9. | 80 LF | Remove Exist. Sidewalk | Twenty Five Dollars<br>Dollars & Cents<br>($ 25.00 ) | Two Thousand<br>Dollars & Cents<br>($ 2000.00 ) |

| | | | | |
|---|---|---|---|---|
| 10. | 1 EA | Stop Sign Assembly with Street Names | Twelve Hundred Dollars & Cents ($ 1200.00 ) | Twelve Hundred Dollars & Cents ($ 1200.00 ) |
| 11. | 24 LF | 12" Concrete Gutter | Thirty Dollars Dollars & Cents ($ 30.00 ) | Seven Hundred Twenty Dollars & Cents ($ 720.00 ) |
| 12. | 600 SY | 6" Lime Treated Subgrade (If Required) | One Dollar Dollars & Cents ($ 1.00 ) | Six Hundred Dollars & Cents ($ 600.00 ) |
| 13. | 8 TONS | Lime (If Required) | Two Hundred Fifty Dollars & Cents ($ 250.00 ) | Two Thousand Dollars & Cents ($ 2000.00 ) |
| | | | **TOTAL BASE BID (ITEM A )** | $ 57,210.00 |

**(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)**

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:
Valley Paving Inc.
By _____ (Title) President
321 E. 2 Mile Line, Mission TX 78574
(Business Address and Zip Code)

(SEAL - if bid is by a corporation )

# CONSTRUCTION CONTRACT

This Agreement entered into this **17th, day of March, 2015** 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 **2GS, LLC** **(a corporation)** (a partnership) (an individual) of **Peñitas, Texas, Hidalgo County** 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:** | **City of Peñitas- Street Improvements** |
| **PROJECT No.:** | **5012-60-0311-5100-6000-UCP-GVG** |
| **PROJECT DESCRIPTION:** | **Street Improvements on Park Avenue** |

heinafter called the project, for the sum of **$24,448.00** 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 **Javier Hinojosa Engineering** 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 **(45) Forty-five** 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.

Humberto Garcia, Jr.
2GS, LLC

Name of Firm: 2GS, LLC

Address: P.O. Box 595
Peñitas, Texas 78576

Federal I.D./S.S.: 45-4338911

**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

# Agenda Request Compliance Check-list

**Submitted by: Lupita V. Garcia, UCP Coordinator II**

## _____ Selection of Engineer, Architects & Material Testing Firms

- ____ Agenda Sheet (signed by Deputy Director & Finance Division)
- ____ Precinct/City Letter requesting agenda item with recommendation
- ____ Rating Sheets by three rating agents
- ____ Ranking Grids 1) with Rating Agents Names 1) without Rating Agent Names

## _____ Approval of Contract for Professional Services Engineer/Architects/Material Testing Firms

- Agenda Sheet (Signed by Deputy Director & Finance Division)
- Precinct/City Letter requesting agenda item with recommendation
- Best & Final Offer Letter/E-mail
- Exhibit A- Scope of Service & Hourly Rate Breakdown
- Cert. of Insurance: Section XVII Agreement
  1. Auto ins. $300,000.00 for Bodily Injury / $100,000.00 Property Damages
  2. Uninsured/Underinsured Motorist coverage equal to bodily injury limits
  3. Workers Compensation Insurance
- ✓ Copy of Contract

## X Approval of Construction Contracts

- ✓ Agenda Sheet (Signed by Deputy Director & Finance Division)
- ✓ City Price Quotation Sheet requesting approval item with recommendation
- ✓ Letter from Engineer with recommendation for approval
- ✓ Quote tabulation sheet
- Certificate of Insurance
  1. Auto ins. $300,000.00 for Bodily Injury / $100,000.00 Property Damages
  2. Uninsured/Underinsured Motorist coverage equal to bodily injury limits
  3. Workers Compensation Insurance
- ✓ Copy of Contract

# CITY OF PEÑITAS

Mayor Antonio Flores Jr.
Mayor Pro-Tem Tomas Cedillo
Commissioner Alex Guajardo
Commissioner JR Flores
Commissioner Ramiro Loya
City Manager Oscar Cuellar Jr.
City Secretary Ana Valdez

March 5, 2015

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

Dear Ms. Serna

I have received and reviewed the three price quotes submitted for the paving of Park Avenue and concur with the recommendation of the Project Engineer Javier Hinojosa. We recommend that the Urban County staff submit a recommendation to Commissioner's Court to approve the 2GS, LLC price quote of $ 24,448.00

If you have any questions or need any additional information from me please let me know.

Respectfully

Oscar Cuellar Jr.
City Manager

cc: Guadalupe Garcia, UC
File- Park Avenue Paving Project

**AI -48816** **Auditor's Office** **17. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Maria Medina, AUDITOR'S OFFICE

**Department:** AUDITOR'S OFFICE

## Information

**CAPTION**

Requesting approval to submit the "Pro Rata Tobacco Settlement Distribution County Expenditure Statement - 2015" to the Department of State Health Services, and authorize County Judge to execute the report.

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/10/2015 09:08 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Maria Medina | | Started On: 03/09/2015 04:01 PM |
| Final Approval Date: 03/13/2015 | | |

**AI -48741** **Planning Department** **18. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Nora Cavazos, PLANNING DEPT. **Submitted By:** Nora Cavazos, PLANNING DEPT.

**Department:** PLANNING DEPT.

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**Information**

**CAPTION**

1. Final Approval with Financial Guarantee
a. Sunflower Gardens Subdivision – Pct. 4 (Richard Ruppert)

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

Sunflower Gardens; Final

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/05/2015 11:19 AM |
| Glinda Pacheco | Glinda Pacheco | 03/10/2015 09:31 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Nora Cavazos | | Started On: 03/04/2015 03:30 PM |
| Final Approval Date: 03/13/2015 | | |

# HIDALGO COUNTY
# PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

## HIDALGO COUNTY COMMISSIONERS COURT MEETING
**DATE: 03-17-2015**

PROPOSED **SUNFLOWER GARDENS** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER: **MELDEN & HUNT INC** DEVELOPER: **SANTA CRUZ PROPERTIES, LTD**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **69** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **680 Ft North of Monte Cristo Rd (FM 1925) of the East Side of Sunflower Rd.**

SUBDIVISION LIES WITHIN THE: ☒ The Rural area of the County.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **02-18-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X" & "X SHADED"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by a storm drainage pipe system and a regional detention pond. From the detention pond, a 18" RCP will be connecting to an existing manhole located 900 feet west inside Rio Bravo Ranch No.2 storm drainage pipe system.**

ROAD R.O.W. DEDICATION: **10 feet on Sunflower Road**

H.C.R.O.W. APPROVAL DATE: **02-04-15** : By, **Joe Ochoa** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **09-02-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **09-02-14**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **6"** LOCATION: **on Sunflower Road**

H.C.O.E.C. APPROVAL DATE: **02-06-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**
☒ **LARGE CONSTRUCTION**
*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MAY 6, 2014**

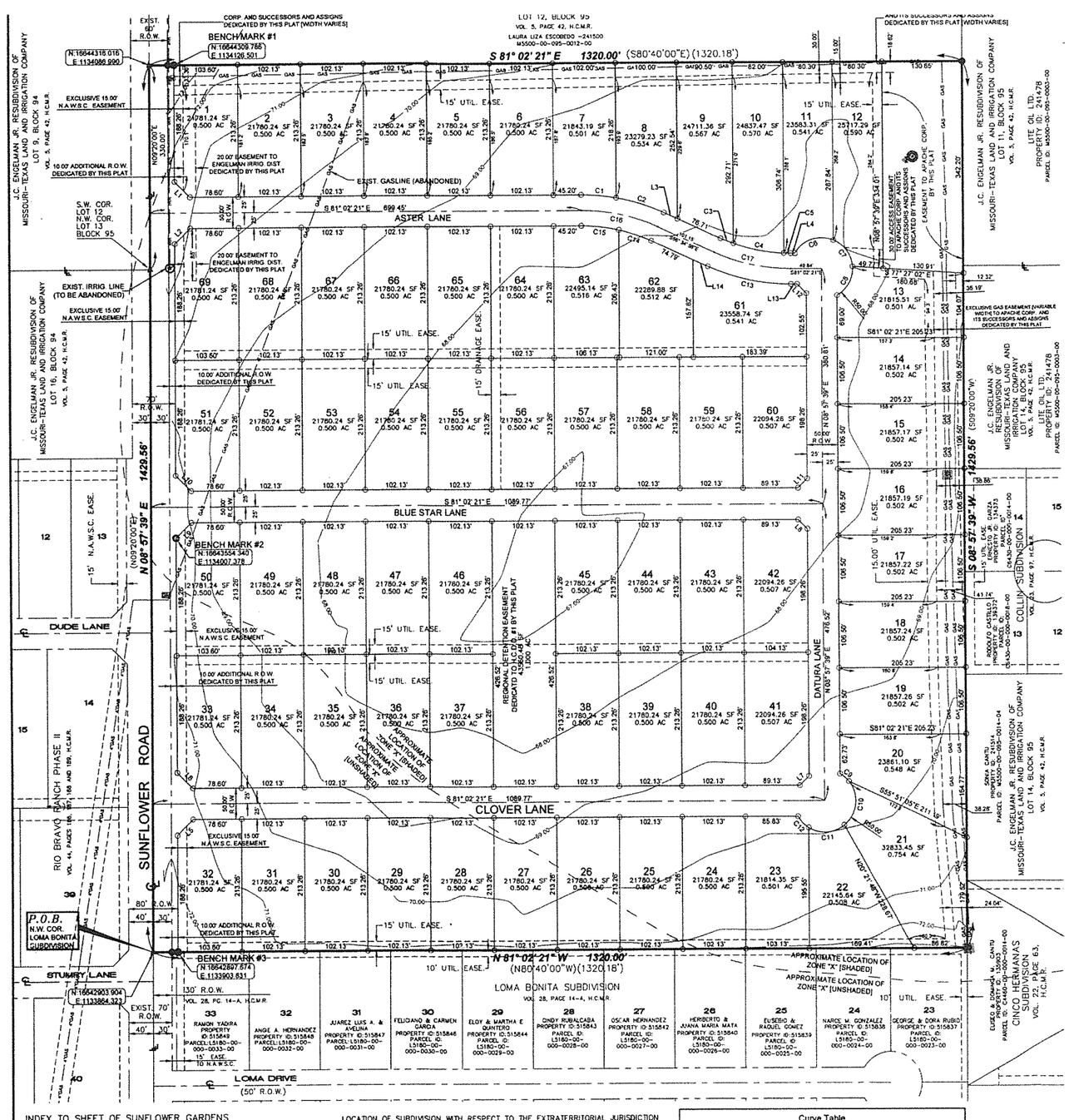
REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$* **236,696.67** *For:* ☒ PAVING

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments.*
☐ **Final Approval** *subject to recommendations other departments*
☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

# SUNFLOWER GARDENS

A RESUBDIVISION OF 43.320 ACRES, BEING THE SOUTH 10.00 ACRES OF LOT 12, AND THE NORTH 33.320 ACRES OF LOT 13, BLOCK 95, OUT OF J.C. ENGELMAN, J.R. RESUBDIVISION OF MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 5, PG. 42, H.C.M.R., HIDALGO COUNTY, TEXAS.




## LEGEND

- ▲ FOUND COTTON PICKER SPINDLE
- ○ SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ◎ SET BENCHMARK
- ⊙ IRRIGATION STANDPIPE
- IRR ——— IRRIGATION LINE [APPROXIMATE LOCATION]
- GAS ——— SPOTTED GAS LINE [APPROXIMATE LOCATION]
- GAS VALVE
- GAS WELL
- GAS MARKER

EXIST. UTIL EASE - EXISTING UTILITY EASEMENT
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.A.D.R. - HIDALGO COUNTY APPRAISAL DISTRICT RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.D.D. - HIDALGO COUNTY DRAINAGE DISTRICT
S.W. COR. - SOUTHWEST CORNER
N.W. COR. - NORTHWEST CORNER
P.O.B. - POINT OF BEGINNING
N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
( ) - RECORDED DEED CALLS
PG - PAGE
L - LOT LINE

## GENERAL PLAT NOTES AND RESTRICTIONS

1. FLOOD ZONE STATEMENT:
F.I.R.M.A. FLOOD ZONE DESIGNATION: ZONE "X" (SHADED), AND ZONE "X" (NOT SHADED). APPROXIMATELY 68% OF THE PROPERTY FALLS INTO ZONE "X" (SHADED), THE REMAINING 12% FALLS INTO ZONE "X" (NOT SHADED). ZONE "X" (SHADED) IS DEFINED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
ZONE "X" (NOT SHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY PANEL NUMBER: 480334 0350 C.
MAP REVISED: JUNE 6, 2000.
REVISED TO REFLECT L.O.M.R. DATED MAY 17, 2001.
AREAS WITHIN THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 500-YEAR FLOOD PLAIN. THE 500-YEAR FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFY NO OTHER AREA WITHIN THE PROPOSED SUBD. TO BE WITHIN THE 500-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 500-YEAR FLOOD PLAIN IS PROHIBITED, UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
FRONT.....25 FEET
FRONT (CUL-DE-SAC).....25 FEET
GARAGE (CUL-DE-SAC).....18 FEET
REAR.....15 FEET OR GREATER FOR EASEMENT
SIDE.....6 FEET OR GREATER FOR EASEMENT
SIDE CORNER.....10 FEET
SIDE CORNER.....20 FEET (SUNFLOWER ROAD)

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEED. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT (MAY BE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 2-31, 34-48 & 52-68.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB MEASURED FROM THE HIGH POINT OF THE LOT. ELEVATION CERTIFICATE SHALL BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATIONS TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCH-MARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
—>M.M. NO. 1-ELEV. N.G.V.D. 29 DESCRIPTION: ALUMINUM DISK SET IN CONCRETE AT THE NORTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION. N: 16643203.208, E: 1134190.520.
—>B.M. NO. 2-ELEV. N.G.V.D. 29 DESCRIPTION: ALUMINUM DISK SET IN CONCRETE AT THE NORTHEAST CORNER OF LOT 50 OF THIS SUBDIVISION. N: 16643554.340, E: 1134007.378.
—>B.M. NO. 3-ELEV. N.G.V.D. 29 DESCRIPTION: ALUMINUM DISK SET IN CONCRETE AT THE SOUTHWEST CORNER OF LOT 32 OF THIS SUBDIVISION. N: 16642897.674, E: 1133903.831.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 26.781 CUBIC-FEET (0.020 ACRE-FEET) OF STORM WATER RUNOFF. DUE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS) THE DEVELOPER SHALL BE RESPONSIBLE TO RETAIN AND ACCOMMODATE MORE THAN THE RETAINED VOLUME SHOWN ABOVE IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

8. LOTS 1, 32, 33, 50, 51 & 69 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO SUNFLOWER ROAD, UNLESS SAID LOT IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH THE HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION. AS PER HIDALGO COUNTY PLANNING DEPARTMENT, THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. RICHARD RUPPERT, THE OWNER & SUBDIVIDER OF SUNFLOWER GARDENS, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

14. ABANDONED GAS LINE SHOWN IS AS PER LETTER FROM APACHE CORP.

15. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

16. NO RECORDED EASEMENTS WERE FOUND FOR WATER VALVE AND METER, ALONG SUNFLOWER ROAD, BUT ARE WITHIN THE EXISTING RIGHT-OF-WAY OF SUNFLOWER ROAD.

17. SUBJECT TO A BLANKET EASEMENT TO CENTRAL POWER AND LIGHT COMPANY RECORDED IN VOLUME 325, PAGE 359, H.C.D.R.

18. EXISTING STANDPIPE WILL BE ABANDONED AS PER THIS SUBDIVISION PLAT.

| Lot Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 35.36' | N36° 02' 21"W |
| L2 | 35.36' | N53° 57' 39"E |
| L3 | 24.44' | N56° 34' 56"W |
| L4 | 6.54' | N81° 02' 21"W |
| L5 | 35.36' | N53° 57' 39"E |
| L6 | 35.36' | S36° 02' 21"E |

| Lot Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L8 | 21.21' | S36° 02' 21"E |
| L9 | 35.36' | N53° 57' 39"E |
| L10 | 35.36' | S36° 02' 21"E |
| L11 | 21.21' | N53° 57' 39"E |
| L12 | 21.21' | N36° 02' 21"W |
| L13 | 9.84' | S81° 02' 21"E |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Delta | Radius | Length | Tangent | Chord Length | Chord Direction |
| C1 | 010° 03' 35" | 325.00' | 57.06' | 28.60 | 56.99' | N75° 00' 34"W |
| C2 | 014° 23' 50" | 325.00' | 81.67' | 41.05 | 81.45' | N63° 46' 51"W |
| C3 | 004° 39' 05" | 275.00' | 22.33' | 11.17 | 22.32' | N58° 54' 29"W |
| C4 | 017° 28' 34" | 275.00' | 83.88' | 42.27 | 83.55' | N69° 58' 18"W |
| C5 | 002° 19' 46" | 275.00' | 11.18' | 5.59 | 11.18' | N79° 52' 28"W |
| C6 | 082° 40' 37" | 50.00' | 72.15' | 43.99 | 66.05' | S80° 17' 58"W |
| C7 | 063° 47' 30" | 50.00' | 55.67' | 31.12 | 52.84' | N26° 27' 59"W |
| C8 | 063° 31' 53" | 50.00' | 55.44' | 30.96 | 52.64' | N37° 11' 43"E |
| C9 | 021° 28' 43" | 50.00' | 18.74' | 9.48 | 18.63' | N40° 17' 59"W |
| C10 | 089° 35' 13" | 50.00' | 78.18' | 49.64 | 70.46' | N15° 13' 59"E |
| C11 | 070° 16' 00" | 50.00' | 61.32' | 35.18 | 57.55' | S84° 50' 24"E |
| C12 | 028° 39' 54" | 50.00' | 25.01' | 12.78 | 24.75' | S35° 22' 76"E |
| C13 | 024° 27' 24" | 325.00' | 138.73' | 70.44 | 137.68' | S68° 48' 38"E |
| C14 | 011° 39' 22" | 275.00' | 55.94' | 28.07 | 55.85' | N82° 24' 37"W |
| C15 | 012° 48' 03" | 275.00' | 61.44' | 30.85 | 61.31' | N74° 38' 19"W |

SCALE: 1"=100'

## OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, GIRASOL DEVELOPMENT GROUP, LLC, AS OWNER OF THE 43.320 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SUNFLOWER GARDENS, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

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

GIRASOL DEVELOPMENT GROUP, LLC
RICHARD RUPPERT
P. O. BOX 959
EDINBURG, TX 78540-0959

DATE: 30 Sept 2014

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF September, 2014

Lydia Flores
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2016

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF SUNFLOWER GARDENS WERE PREPARED FROM SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 6-14 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 RPLS # 4750 9-23-14
DATE SURVEYED: 1-6-14
DATE PREPARED: 9-23-14
I-- 965 PG.33
ENGINEERING JOB No.#13138.00
SURVEY JOB No.#13138.08

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS REGISTERED FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF SUNFLOWER GARDENS WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____ 20____.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

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

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.

BY: _____

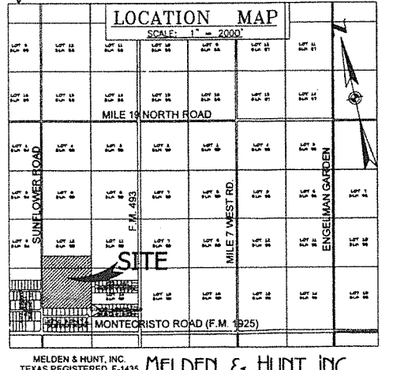
_____

## HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SUNFLOWER GARDENS WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE _____ DAY OF _____ 20____

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE




INDEX TO SHEET OF SUNFLOWER GARDENS

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

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

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

| | | |
|---|---|---|
| DRAWN BY: JORGE / REYES | DATE: 04-11-14 | |
| IRRIGATION, CHECKED | DATE: | |
| SURVEYED, CHECKED J.H. | DATE: 9-23-14 | |
| FINAL CHECK FLK | DATE: 9-24-14 | |

PRINCIPAL CONTACTS NAME ADDRESS CITY & ZIP PHONE FAX

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

SUNFLOWER GARDENS IS LOCATED IN THE EASTERN CENTRAL PART OF HIDALGO COUNTY ON THE EAST SIDE OF SUNFLOWER ROAD, APPROXIMATELY 680 FEET NORTH OF ITS INTERSECTION WITH MONTE CRISTO ROAD. THIS SUBDIVISION IS NOT WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ), BUT IT IS WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) WITH RESPECT TO A MUNICIPALITY, UNDER LOCAL GOVERNMENT CODE § 42.021. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION 77,100). THIS DEVELOPMENT LIES WITHIN PRECINCT No. 4

## HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL ENGELMAN IRRIGATION DISTRICT NO. 6

THIS PLAT IS HEREBY APPROVED BY THE ENGELMAN IRRIGATION DISTRICT DATED THIS THE 10th DAY OF September, 20 14

PRESIDENT _____ DATE 10-2-14

ATTEST: _____ DATE 10-1-14
SECRETARY

MELDEN & HUNT, INC.
TEXAS REGISTERED F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE EDINBURG, TX. 78541 OFF: (956) 381-0981 FAX: (956) 381-1839

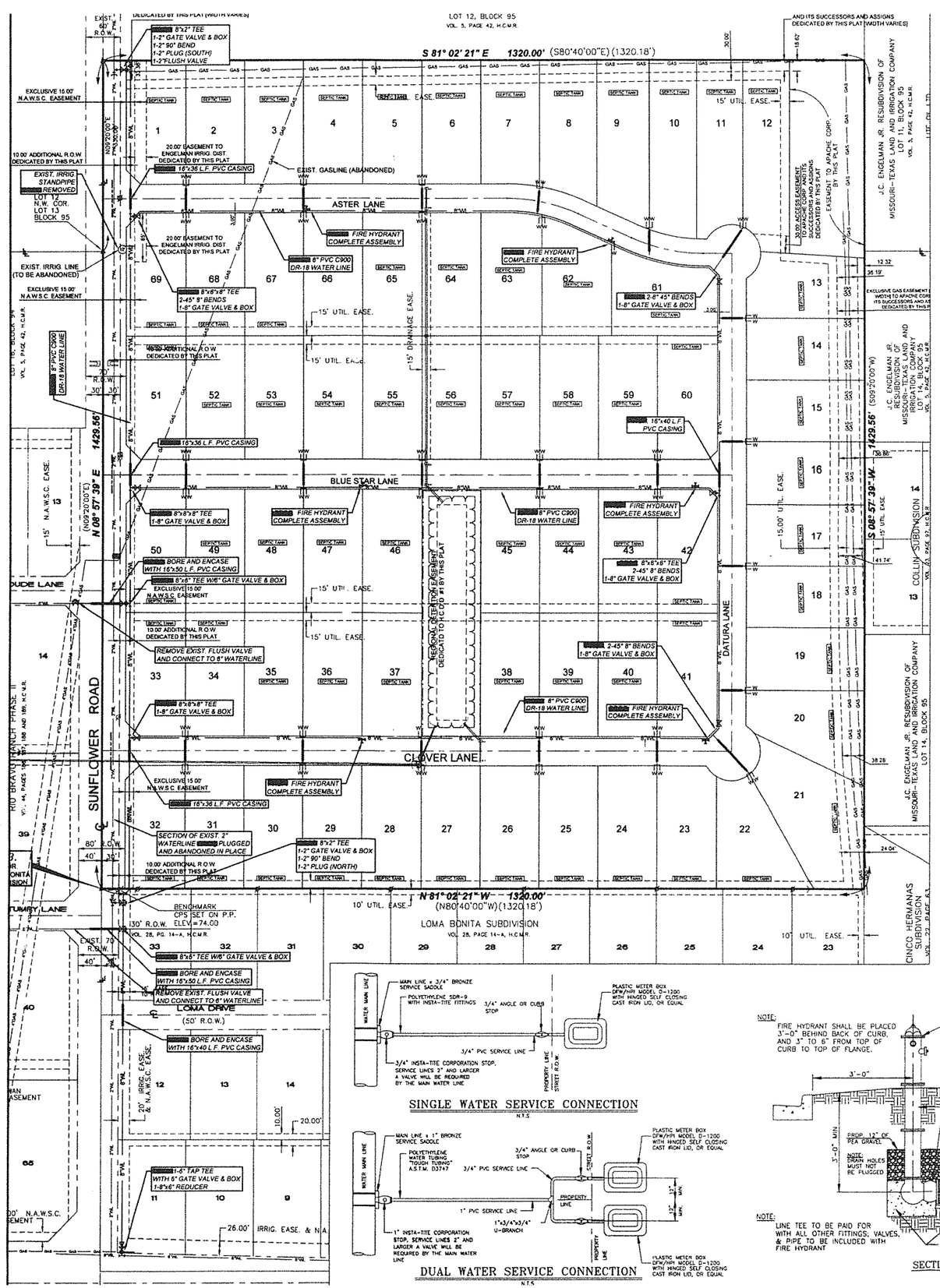
FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

_____







SINGLE WATER SERVICE CONNECTION
N.T.S.




DUAL WATER SERVICE CONNECTION
N.T.S.

BY: FRED L. KURTH

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

SUNFLOWER GARDENS WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 6" DIAMETER WATER LINE WITHIN RIO BRAVO RANCH PHASE I RUNNING WITHIN AND ALONG THE SOUTH SIDE OF STUMPY LANE RIGHT-OF-WAY AND CONNECTING TO A 4" DIAMETER WATER LINE RUNNING WITHIN AND ALONG THE WEST SIDE OF SUNFLOWER ROAD. THE WATER SYSTEM FOR SUNFLOWER GARDENS CONSISTS OF AN 8" DIAMETER WATER LINE THAT CONNECTS INTO SAID EXISTING 6" WATERLINE. THIS 8" WATER LINE THEN RUNS NORTH WITHIN A 15' N.A.W.S.C. EASEMENT ALONG THE EAST SIDE OF SUNFLOWER ROAD APPROXIMATELY 1430 FEET ENDING WITH A 2" FLUSH VALVE ALONG THE NORTH BOUNDARY LINE OF THIS SUBDIVISION. THREE-8" DIAMETER WATERLINES SHALL EXTEND EAST FROM THE 8" WATERLINE WITHIN AND ALONG THE FOUR STREETS OF SUNFLOWER GARDENS.

WATER DISTRIBUTION FOR SUNFLOWER GARDENS CONSISTS OF THIRTY THREE-1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SERVICE LINES AND THREE-3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 179,915.00 OR $ 2,607.46 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 55,975.00, WHICH COVERS THE $ 811.23 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED SIX FILLING STATIONS (HYDRANTS) AT A UNIT COST OF $ 3,325.00 FOR A TOTAL COST OF $ 19,950.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES

SEWAGE FROM SUNFLOWER GARDENS WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE SITE EVALUATOR JOSE A. GONZALEZ REGISTRATION # 12258 HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A DISTRIBUTION OF FINE SANDY LOAM & SANDY CLAY LOAM SOIL FOR THE AREA. SIX SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, ACROSS THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM FINE SANDY LOAM & SANDY CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,200.00 INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF
$ 82,800.00 THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON SEPT. 02, 2014

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 235,890.00 WHICH EQUALS TO $ 3,418.70 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF
$ 82,800.00 FOR THE ENTIRE SUBDIVISION.

Fred L Kurth 2-3-15
ENGINEER'S SIGNATURE DATE

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, RICHARD RUPPERT SUBDIVIDER OF SUNFLOWER GARDENS HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

RICHARD RUPPERT

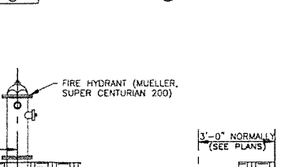
STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD RUPPERT KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT SHE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

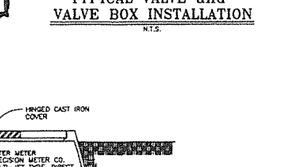
16th DAY OF February 20 15

Lydia Flores
NOTARY PUBLIC
MY COMMISSION EXPIRES 04/20/2018

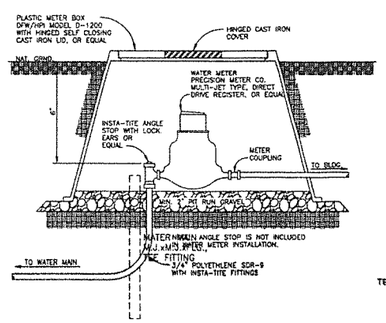
LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018




SECTION




TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.




LEGEND:
- SET REBAR
- FOUND REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- SEPTIC PROPOSED SEPTIC TANK

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA
- VARILLA ASENTADA
- VARILLA ENCONTRADO
- SERVICIO DOBLE DE AGUA PROPUES
- SERVICIO INDIVIDUAL DE AGUA PROP
- SEPTIC TANQUE SEPTICO

POR: FRED L. KURTH

ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN SUNFLOWER GARDENS RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPOR COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTAC DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLL SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN SUNFLOWER GARDENS CONSISTE DE UN CONDUCTO DE 8 PULG CONECTA CON UN CONDUCTO DE AGUA EXISTENTE DE 6 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DE VÍA (RIGHT OF WAY) DE LA CARRETERA STUMPY LANE, CUAL CONDUCTO DE 8 PULGADAS SIGUE HACIA AL NORTE DENTR CONSICION DE N.A.W.S.C. DE 15 PIES POR EL LADO ESTE DE LA CALLE SUNFLOWER ROAD APPROXIMAMENTE 1430 PIES TE UNA VARVULA DE 2 PULGADAS EN LA LINEA DE PROPIEDAD DE ESTA SUBDIVISION. DEL CONDUCTO DE 8 PULG EXTIENDEN TRES CONDUCTOS DE 8 PULGADAS HACIA AL ESTE DENTRO DE LAS TRES CALLES DE SUNFLOWER GARDENS.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN TREINTA Y TRES DOBLE-CONDUCTOS DE AGUA DE 1 PUL DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA D PULGADA DE DIÁMETRO PARA CADA LOTE, Y TRES CONDUCTOS INDIVIDUALES DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE A PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4 DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A TOTAL DE $ 179,915.00 O $ 2,607.46 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA N.A.W.S.C. $ 55,975.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE $ 811.23. ESTA INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE C SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑ SUBDIVISIÓN TAMBIÉN HA INSTALADO SEIS BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,325.00 POR CADA U GASTA UNA CANTIDAD TOTAL
$ 19,950.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SU SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE SUNFLOWER GARDENS. ESTA FOSA SETICA CONSISTE DE UN SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUM EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TE ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBR CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON SEIS EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUEST SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICA UNIFORME). EL TERRENO ES UNIFORME (FRANCO ARCILLOSO FINO Y FRANCOARENOSO FINO) Y SE EXTIENDE A 36 PULGA TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJ EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $ 1,200.00 INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ 82,800.00. EL DEPARTAMENTO DE SA DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE L SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 1 TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE A DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO QUE COSTARA UN TOTAL DE $ 235,890.00 O $ 3,418.70 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,200.00 A UN COSTO TOTAL DE $ 82,800.00 TODA LA SUBDIVI

Fred L Kurth 2-3-15
ENGINEER'S SIGNATURE DATE

*MAP OF WATER DISTRIBUTION SYSTEM*
*MAPA DE SISTEMA DE DISTRIBUCION DE A*

SUBDIVISION MAP OF

# SUNFLOWER GARDENS

A RESUBDIVISION OF 43.33 ACRES,
OUT OF THE SOUTH 10.00 ACRES OF LOT 12,
AND THE NORTH 33.33 ACRES OF LOT 13, BLOCK 95,
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY,
VOL. 1, PG. 29, H.C.M.R., HIDALGO COUNTY, TEXAS.

COST ESTIMATE:

| | |
|---|---|
| PAVING IMPROVEMENTS: | $ 455,978.35 |
| DRAINAGE IMPROVEMENTS: | $ 143,098.00 |
| WATER DISTRIBUTION: | $ 179,915.00 |
| SEPTIC TANKS IMPROVEMETNS / OSSF: | $ 82,800.00 |

ESTIMACION DE COSTOS:

| | |
|---|---|
| PAVIMENTACION DE CALLES: | $ 455,978.35 |
| DREAJE PLUVIAL: | $ 143,098.00 |
| SERVICIO DE AGUA POTABLE: | $ 179,915.00 |
| SERVICIO DE DRENAJE SANITARIO | $ 82,800.00 |

MELDEN & HUNT, INC.
TEXAS REGISTERED F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839

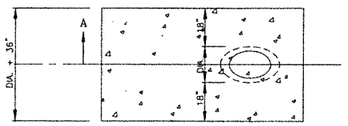
*MAP OF TOPOGRAPHY AND DRAINAGE:*
*MAPA DE TOPOGRAFIA Y DESAGUE:*

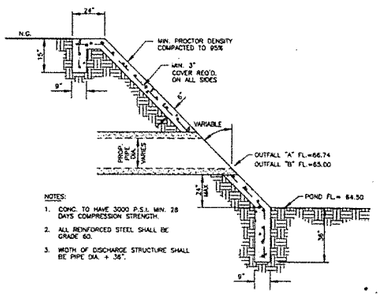
SUBDIVISION MAP OF

# SUNFLOWER GARDENS

A RESUBDIVISION OF 43.33 ACRES,
OUT OF THE SOUTH 10.00 ACRES OF LOT 12,
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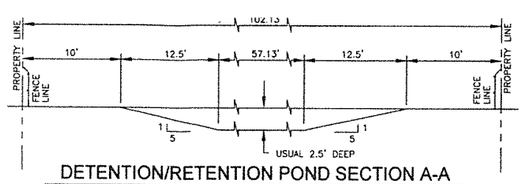
+75.00



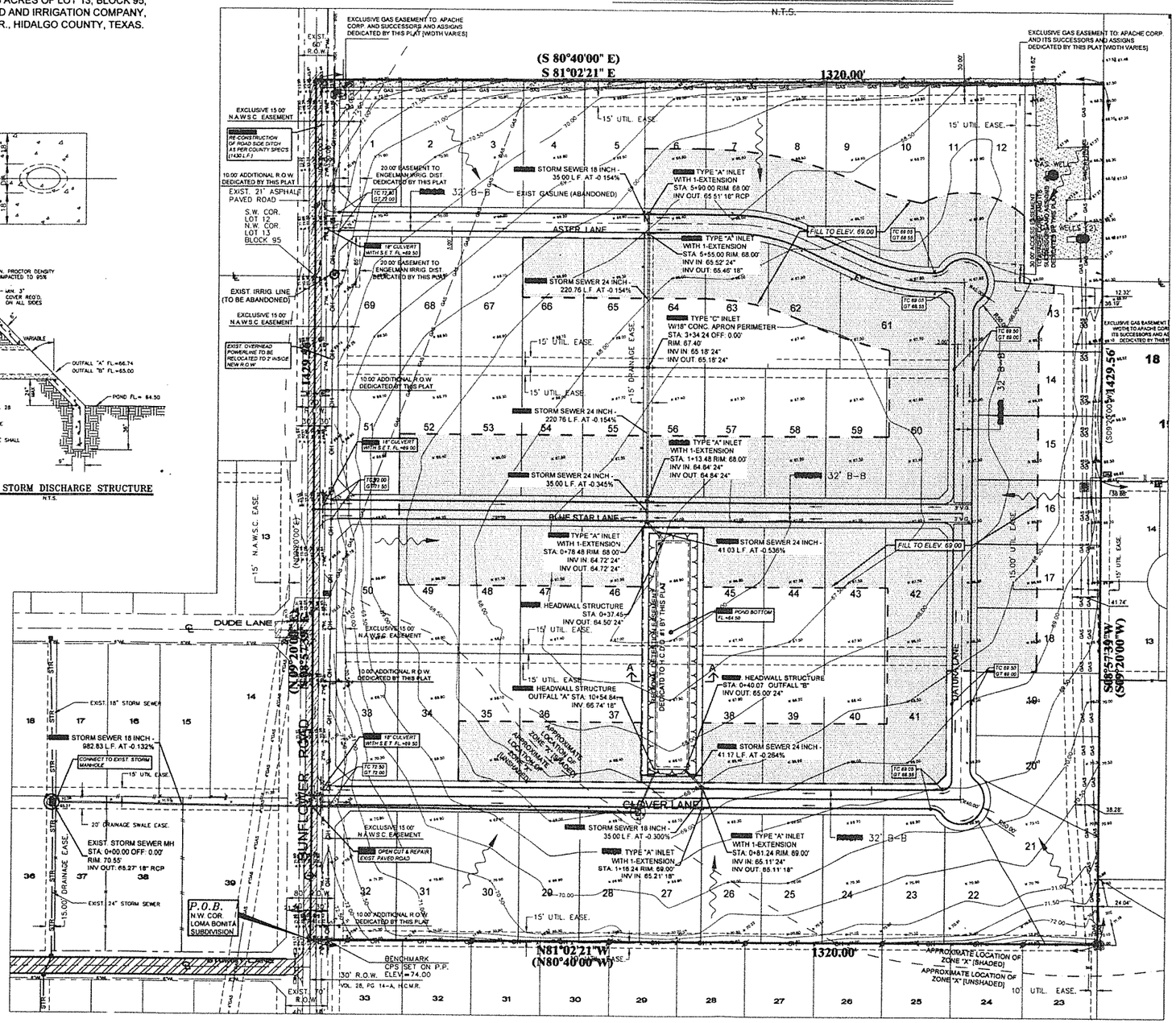




NOTES:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.




DETENTION/RETENTION POND SECTION A-A
N.T.S.







+67.00

+67.00

SUNFLOWER GARDENS:

**SUNFLOWER GARDENS** is a resubdivision of 43.33 acres, out of the south 10.00 acres of L 12, and the north 33.33 acres of Lot 13, Block 95, Missouri-Texas Land and Irrigation Compan Subdivision, according to the Map or Plat thereof recorded in Volume 1, Page 29, Hidalgo County Map Records. The property is located on the east side of Sunflower Road, approximately 700 fe north of Monte Cristo Road (F.M. 1925). This property is currently open land with a propose residential use (69 lots). Approximately 12% of this tract is in zone "X" (not shaded), the remainin 88% lies in zone "X" (shaded) on FEMA's Flood Insurance Rate Map Community Panel Nc 480334 0350 C, map revised June 6, 2000, revised to reflect L.O.M.R. May 17, 2001. Zone "X" (not shaded) is defined as areas determined to be outside 500-year flood plain. Zone "X" (shaded) i defined as areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foc or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood *This Report is a revision to a previously approved Report (as per attached copy).*

The soils are Fine Sandy Loam and Sandy Clay Loam, which are in Hydrologic Group "B", these soils have a moderate perviousness, and a relatively low plasticity index. (See excerpts from "Soi Survey of Hidalgo County, Texas"). Existing runoff is inward toward the center of the propert with a runoff of 14.16 c.f.s. during the 10-year storm frequency as per attached calculations.

In accordance with the Hidalgo County drainage policy the peak rate of runoff shall not b increased during the 10-year storm frequency due to the development of this subdivision. Therefor as per attached calculations 54,791 cubic feet of detention (0.029 Ac-Ft.), or approximately 772 c per lot will be required. The proposed streets will carry runoff into a network of type "A" inlets vi pipes ranging in size from 18" to 24"discharging into a proposed detention pond centered within th property with a designed capacity of 59,381 c.f. The pond shall have a proposed 18" bleeder lin discharging into an existing storm manhole within the Rio Bravo Ranch Subdivision located 96 feet west of the pond.

+67.00

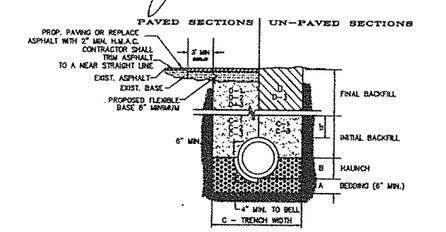
The finished floor elevation for each residence is required to be at least 18 inches above the top of curb in front of the lot, this measure provides positive drainage away from all buildings and avoic concentrating runoff onto other lots.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 10 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, REVISED NOVEMBER 16, 1982 IS CONTAINED WITHIN THE DETENTION POND CENTERED WITHIN THIS SUBDIVISION.

FRED L. KURTH, PE # 54151 DATE: 2-3-15

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER




STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE DIAM. COMPACTED THICKNESS = 4") – 1½" MIN OR MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 15 (AASHTO M145) COMPACTED TO 95% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

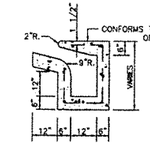
D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 15 (AASHTO M145) COMPACTED TO 95% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

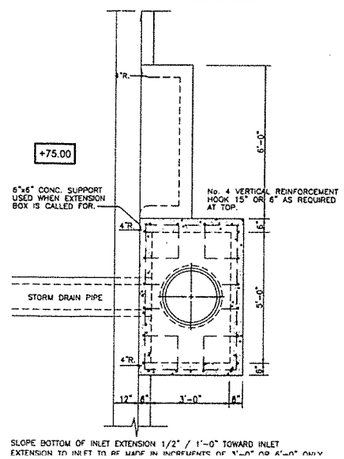
D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 6" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-3 THE COMPACTION REQUIREMENT SHALL BE 92% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

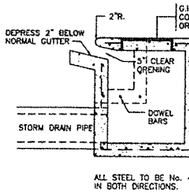



ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS.

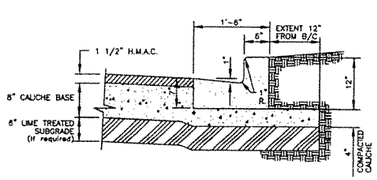
INLET EXTENSION

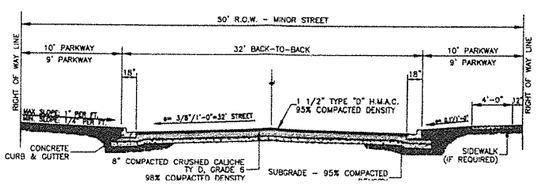



SLOPE BOTTOM OF INLET EXTENSION 1/2" / 1'-0" TOWARD INLET
EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 1'-0" OR 6"-0" ONLY




ALL STEEL TO BE No. 4 BARS 12" S
IN BOTH DIRECTIONS.





MELDEN & HUNT, INC.
TEXAS REGISTERED F-1435
MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839

**AI -48856** **Precinct #2** **19. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

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

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

1. Approval of Amendment No. 1 to Interlocal Cooperation Agreement between Hidalgo County Drainage District No. 1 and Hidalgo County (LJ Drain)
2. Approval of Closing documents for Sale of certain real property known as LJ Drain and Authority for County Judge to execute same

**BACKGROUND**

Steve Crain will be sending documents.

---

**Fiscal Impact**

**Attachments**

settlement
Deed
amended ICA

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/11/2015 11:50 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Monica Badillo Started On: 03/11/2015 11:26 AM

Final Approval Date: 03/13/2015

OMB Approval No. 2502-0265

# A. Settlement Statement (HUD-1)

**B. Type of Loan**

| 1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins. | 6. File Number: GF No. 798592 | 7. Loan Number: N/A | 8. Mortgage Insurance Case Number: N/A |
|---|---|---|---|

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

| D. Name & Address of Borrower: | E. Name & Address of Seller: | F. Name & Address of Lender: |
|---|---|---|
| Hidalgo County Drainage District No. 1<br>900 N. Doolittle Road<br>Edinburg, Texas 78541 | Hidalgo County, Texas<br>P. O. Box 1356<br>Edinburg, texas 78540 | N/A |
| **G. Property Location:** Twelve (12) tracts of land totaling 25.508 acres South of Owassa Road, North of Minnesota Road, and in between Cesar Chavez Road and Tower Road in Hidalgo County, Texas. See Exhibit A attached hereto | **H. Settlement Agent:** Atlas, Hall & Rodriguez, LLP<br>**Place of Settlement:** 818 Pecan Blvd., McAllen, Texas 78501 | **I. Settlement Date:** March 17, 2015 |

**J. Summary of Borrower's Transaction**

| | |
|---|---|
| **100. Gross Amount Due from Borrower** | |
| 101. Contract sales price | $1,326,948.00 |
| 102. Personal property | |
| 103. Settlement charges to borrower (line 1400) | $106.00 |
| 104. | |
| 105. | |
| **Adjustment for items paid by seller in advance** | |
| 106. City/town taxes to | |
| 107. County taxes to | |
| 108. Assessments to | |
| 109. | |
| 110. | |
| 111. | |
| 112. | |
| **120. Gross Amount Due from Borrower** | $1,327,054.00 |
| **200. Amount Paid by or in Behalf of Borrower** | |
| 201. Deposit or earnest money | |
| 202. Principal amount of new loan(s) | |
| 203. Existing loan(s) taken subject to | |
| 204. | |
| 205. | |
| 206. | |
| 207. | |
| 208. | |
| 209. | |
| **Adjustments for items unpaid by seller** | |
| 210. City/town taxes to | |
| 211. County taxes to | |
| 212. Assessments to | |
| 213. | |
| 214. | |
| 215. | |
| 216. | |
| 217. | |
| 218. | |
| 219. | |
| **220. Total Paid by/for Borrower** | |
| **300. Cash at Settlement from/to Borrower** | |
| 301. Gross amount due from borrower (line 120) | |
| 302. Less amounts paid by/for borrower (line 220) | ( ) |
| **303. Cash** ☒ **From** ☐ **To Borrower** | $1,327,054.00 |

**K. Summary of Seller's Transaction**

| | |
|---|---|
| **400. Gross Amount Due to Seller** | |
| 401. Contract sales price | $1,326,948.00 |
| 402. Personal property | |
| 403. | |
| 404. | |
| 405. | |
| **Adjustment for items paid by seller in advance** | |
| 406. City/town taxes to | |
| 407. County taxes to | |
| 408. Assessments to | |
| 409. | |
| 410. | |
| 411. | |
| 412. | |
| **420. Gross Amount Due to Seller** | $1,326,948.00 |
| **500. Reductions In Amount Due to seller** | |
| 501. Excess deposit (see instructions) | |
| 502. Settlement charges to seller (line 1400) | $8,103.67 |
| 503. Existing loan(s) taken subject to | |
| 504. Payoff of first mortgage loan | |
| 505. Payoff of second mortgage loan | |
| 506. | |
| 507. | |
| 508. | |
| 509. | |
| **Adjustments for items unpaid by seller** | |
| 510. City/town taxes to | |
| 511. County taxes to | |
| 512. Assessments to | |
| 513. Delinquent Taxes | $2,075.81 |
| 514. | |
| 515. | |
| 516. | |
| 517. | |
| 518. | |
| 519. | |
| **520. Total Reduction Amount Due Seller** | |
| **600. Cash at Settlement to/from Seller** | |
| 601. Gross amount due to seller (line 420) | $1,326,948.00 |
| 602. Less reductions in amounts due seller (line 520) | ( $10,179.48 ) |
| **603. Cash** ☒ **To** ☐ **From Seller** | $1,316,768.52 |

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

## L. Settlement Charges

| 700. Total Real Estate Broker Fees | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
|---|---|---|
| Division of commission (line 700) as follows : | | |
| 701. $ to | | |
| 702. $ to | | |
| 703. Commission paid at settlement | | |
| 704. | | |

| 800. Items Payable in Connection with Loan | | | | |
|---|---|---|---|---|
| 801. Our origination charge | $ | (from GFE #1) | | |
| 802. Your credit or charge (points) for the specific interest rate chosen | $ | (from GFE #2) | | |
| 803. Your adjusted origination charges | | (from GFE #A) | | |
| 804. Appraisal fee to | | (from GFE #3) | | |
| 805. Credit report to | | (from GFE #3) | | |
| 806. Tax service to | | (from GFE #3) | | |
| 807. Flood certification to | | (from GFE #3) | | |
| 808. | | | | |
| 809. | | | | |
| 810. | | | | |
| 811. | | | | |

| 900. Items Required by Lender to be Paid in Advance | | | | |
|---|---|---|---|---|
| 901. Daily interest charges from to @ $ /day | | (from GFE #10) | | |
| 902. Mortgage insurance premium for months to | | (from GFE #3) | | |
| 903. Homeowner's insurance for years to | | (from GFE #11) | | |
| 904. | | | | |

| 1000. Reserves Deposited with Lender | | | | |
|---|---|---|---|---|
| 1001. Initial deposit for your escrow account | | (from GFE #9) | | |
| 1002. Homeowner's insurance | months @ $ | per month $ | | |
| 1003. Mortgage insurance | months @ $ | per month $ | | |
| 1004. Property Taxes | months @ $ | per month $ | | |
| 1005. | months @ $ | per month $ | | |
| 1006. | months @ $ | per month $ | | |
| 1007. Aggregate Adjustment | | -$ | | |

| 1100. Title Charges | | | | |
|---|---|---|---|---|
| 1101. Title services and lender's title insurance | | (from GFE #4) | | |
| 1102. Settlement or closing fee | $ | | | |
| 1103. Owner's title insurance to Edwards Abstract and Title Co. | | (from GFE #5) | | $7,590.00 |
| 1104. Lender's title insurance | $ | | | |
| 1105. Lender's title policy limit $ | | | | |
| 1106. Owner's title policy limit $ | | | | |
| 1107. Agent's portion of the total title insurance premium to | $ | | | |
| 1108. Underwriter's portion of the total title insurance premium to | $ | | | |
| 1109. Guaranty Assessment Recoupment Fee to Edwards Abstract and Title Co. | | | | |
| 1110. Tax Service Fee to Edwards Abstract and Title Co. | | | | $513.67 |
| 1111. | | | | |

| 1200. Government Recording and Transfer Charges | | | | |
|---|---|---|---|---|
| 1201. Government recording charges to Hidalgo County Clerk | | | (from GFE #7) | |
| 1202. Deed $ 106.00 | Mortgage $ | Release $ | $106.00 | |
| 1203. Transfer taxes | | | (from GFE #8) | |
| 1204. City/County tax/stamps | Deed $ | Mortgage $ | | |
| 1205. State tax/stamps | Deed $ | Mortgage $ | | |
| 1206. | | | | |

| 1300. Additional Settlement Charges | | | |
|---|---|---|---|
| 1301. Required services that you can shop for | | (from GFE #6) | |
| 1302. Attorney's fees to Atlas, Hall & Rodriguez, LLP (POC-Seller) | $ | | POC |
| 1303. Taxes to Hidalgo County Tax Assessor-Collector | $ | | |
| 1304. Taxes to Hidalgo County Irrigation District No. 2 (See Exhibit "B" for breakdown of lines 1303 and 1304) | | | |
| 1305. Attorney's fees to Purdue Brandon Fielder Collins & Mott (Tax Suit No. T-226-02-A) | | | |

| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) | $106.00 | $8,103.67 |
|---|---|---|

## ADDENDUM TO SETTLEMENT STATEMENT

The undersigned hereby acknowledge and agree that:

(1) Atlas, Hall & Rodriguez, LLP has assembled the information for this settlement statement from third parties utilizing the best information available; however, Atlas, Hall & Rodriguez, LLP cannot guarantee the accuracy of any information furnished to it by third parties;

(2) in the event any amount reflected on the settlement statement is insufficient to satisfy the item in full, the responsible party will pay to Atlas, Hall & Rodriguez, LLP in McAllen, Texas such additional amount within five (5) days of a written request for payment;

(3) according to information obtained by Atlas, Hall & Rodriguez, LLP from the title company or from the taxing agencies, all taxes have been paid to all taxing agencies taxing the property and there are no unpaid taxes on the property other than those being paid as a part of this transaction;

(4) Atlas, Hall & Rodriguez, LLP may be required to report certain information concerning this transaction to the Internal Revenue Service;

(5) Atlas, Hall, & Rodriguez, LLP will be paid 40% of the loan policy insurance premium by Edwards Abstract and Title Co. for closing the transaction between Lender and Borrower; and

(6) Atlas, Hall & Rodriguez, LLP is authorized to make the expenditures and disbursements reflected in this settlement statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the settlement statement, and the receipt of a copy of the settlement statement.

**SELLER:**

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

**BUYER:**

HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

By:_____
Ramon Garcia, Chair of the Board of Directors

**EXHIBIT "A"**

**Legal Description**

**TRACT I:**

Being a 1.321-acre tract of land out of a 10.0-acre tract being the East 1/2 of the East 1/2 of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0 acre tract of land is vested to: Ludivina C. Gonzalez and husband, Jose Ramon Gonzalez from Russell L. Reynolds and wife, Merry M. Reynolds, dated October 21, 2003 by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1259746, Official Records of Hidalgo County, Texas. Said 1.321-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 7, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 7, a distance of 174.44 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the North line of said Lot 7, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.321-acres, of which 0.185-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.136-acres of land, more or less.

**TRACT II:**

Being a 2.643-acre tract of land out of an 18.21-acre tract out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 18.21-acre tract of land is vested to: Roderick V. Vergel de Dios and wife, Tamara G. Vergel de Dios, from Ricardo Martinez and wife, Maria Martinez, dated March 21, 2003, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1182770, Official

Records of Hidalgo County, Texas. Said 2.643-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 6, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 6, a distance of 660.00 feet to a No. 4 rebar set at the Northeast corner of said 18.21-acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 18.21-acre tract, a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 629.73 feet to a No. 4 rebar set, for an exterior corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 30.27 feet to a No. 4 rebar set at the West line of said Lot 6, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the East line of said Lot 6, a distance of 174.44 feet to the POINT OF BEGINNING, containing 2.643-acres, of which 0.37-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.273-acres of land, more or less.

**TRACT III:**

Being a 2.483-acre tract of land comprised of Tract I: A 0.591 of an acre out of the North 1.0-acre of the North 5.0 acres of the North 1/2 of the East 20.0 acres, and Tract 1.544-acres out of the South 4.0-acres of the North 5.0-acres of the North 1/2 of the East 20.0-acres, both out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said Tract I is vested to Juan Carrizales and wife, Jesusa C. Carrizales, from Felix Cuevas and Margarita Mendez Cuevas, by virtue of a Warranty Deed, dated August 31, 1992, recorded in Document No. 341948, Official Records, Hidalgo County, Texas, Tract II is vested to Juan Carrizales and wife, Jesusa C. Carrizales by virtue of a Warranty Deed with Vendor's Lien, dated December 30, 1977, recorded in Volume 1564, Page 207, Deed Records of Hidalgo County, Texas, and by a Warranty Deed dated July 6, 1982, recorded in Volume 1794, Page 180, Deed Records of Hidalgo County, Texas. SAVE AND EXCEPT: a tract of land

containing 1.0-acre tract being the South 66.0 feet of the North 5.0-acres of the North 1/2 of the East 20.0-acres of said Lot 6, Block 48, recorded in Document No. 321187, Official Records of Hidalgo County, Texas. Said 2.483-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northeast corner of Lot 6, THENCE, North 81 degrees 28 minutes 09 seconds West, with the North line of Lot 6, a distance of 40.00 feet to a No. 4 rebar set on the existing West right-of-way line of Alamo Road (F.M. 907), for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the existing West right-of-way line of said Alamo Road (F.M. 907), a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, fur the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 620.00 feet to a No. 4 rebar set at the West line of the East 20.0 acres of Lot 6, Block 48, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20.0 acres, a distance of 174.45 feet to a No. 4 rebar set at the North line of said Lot 6, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 6, a distance of 620.00 feet to the POINT OF BEGINNING, containing 2.483-acres, of which 0.348-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.135-acres of land, more or less.

**TRACT IV:**

Being 5.065-acre tract of land out of a 10.0-acre tract being the North 1/2 of the North 1/2 of Lot Five (5), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, Said 10.0-acre tract of land is vested to: Cron Citrus Acres (as to an undivided one-half interest), from Iris V.O. Cron, Independent Executrix of the Estate of Lawrence E. Cron, Deceased, dated September 12, 1980, by virtue of a Warranty Deed, recorded in Volume 1689, Page 479, Deed Records of Hidalgo County, Texas. To Cron Citrus Acres #2, a Texas General Partnership (as to an undivided 25%) and Alicia L. Cron (as to an undivided 25%), from Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 881, Official Records of Hidalgo County, Texas. Said 5.065-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northwest corner of said Lot 5; THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 5, a distance of 40.00 feet to a No. 4 rebar set on the existing East right-of-way line of Alamo Road (F.M. 907), for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 5, a distance of 1280.00 feet to a No. 4 rebar set at the Northeast corner of said Lot 5, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 5, a distance of 173.21 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 1085.95 feet to an interior corner of this tract of land;

THENCE, North 82 degrees 30 minutes 58 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 194.09 feet to a No. 4 rebar set at the existing East right-of-way line of said Alamo Road (F.M. 907), for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the existing East right-of-way line of said Alamo Road (907), a distance of 174.85 feet to the POINT OF BEGINNING, containing 5.065-acres, of which 0.812-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 4.253-acres of land, more or less.

**TRACT V:**

A 3.947-acre tract of land out of a 27.5-acre tract out of the West 1/2, and the West 1/2 of the East 1/2 of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 27.5-acre tract is vested to: Cron Citrus Acres #2, a Texas General Partnership composed of: Paul Douglas Cron and Auston B. Cron, from P. Douglas Cron, Independent Executor of the Estate of Iris V.O. Cron, Deceased, and Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 886, Official Records of Hidalgo County, Texas. LESS AND EXCEPT: 2 1/2 acres out of the Southwest corner of said Lot 8, by virtue of a Warranty Deed recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas. Said 3.947-acre tract of land being more particularly described by metes and bounds as follows

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 8, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 8, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 27.5-acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 27.5-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 978.14 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 11.86 feet to a No. 4 rebar set at the West line of said Lot 8, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 8, a distance of 173.21 feet to the POINT OF BEGINNING, containing 3.947-acres, of which 0.59-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 3.357-acres of land, more or less.

**TRACT VI:**

Being a 1.32-acre tract of land out of the East 10-acres of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas. as per map or plat thereof recorded in Volume 1, Pages 2426, Map Records, Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Texas Slate Bank as Custodian for the benefit of Gary L. Jackson IRA, from John E. Christian and wife, Norma Christian, by virtue of a Warranty Deed dated November 30, 2000, recorded in Document No. 928513, Official Records of Hidalgo County, Texas. Said 1.32-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 8, a distance of 174.42 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.32-acres, of which 0.236-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.084-acres of land, more or less.

**TRACT VII:**

Being a 0.008-acre tract of land out of Lot Thirteen (13), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 13 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.008-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 13, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 13, a distance of 25.00 feet to a No. 4 rebar set at the proposed North right-of-way line of said L. J. Drainage Lateral for the Northwest corner of this tract of land:

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 26.43 feet to a No. 4 rebar set at the East line of said Lot 13, for the Northeast corner of this tract of land;

THENCE, South 55 degrees 07 minutes 32 seconds West, with the East line of said Lot 13, a distance of 36.38 feet to the POINT OF BEGINNING, containing 0.008-acres of which 0.008-acres lies in the existing swale easement.

**TRACT VIII:**

Being a 0.012-acre tract of land out of Lot Twelve (12), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 12 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.012-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 12, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 12, a distance of 222.25 feet to No. 4 rebar set at the Southwest corner of said Lot 12, for the Southwest corner of this tract of land;

THENCE, North 55 degrees 07 minutes 32 seconds East, with the West line of said Lot 12, a distance of 36.38 feet to a No. 4 rebar set at the proposed North right-of-way line of L. J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 195.82 feet to a No. 4 rebar set at the East line of said Lot 12, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 12, a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

**TRACT IX:**

Being a 0.12-acre tract of land out of Lot Eleven (11), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 11 is vested to Gabriel Calderon, from OH Investment Properties, Inc., by virtue of a Special Warranty Deed with Vendor's Lien dated November 23, 2005, recorded in Document No. 1549281, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Southeast corner of Lot 11, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 11, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 11, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 11, a distance of 25.00 feet to a No. 4 rebar set on the proposed North right-of-way line of L. J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 197.31 feet to a No. 4 rebar set at the East line of said Lot 11, for the Northeast corner of this tract of land:

THENCE, South 36 degrees 23 minutes 56 seconds East, with the East line of said Lot 11, a distance of 35.31 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

**TRACT X:**

Being a 1.515-acre tract of land comprised of Tract I: an undivided 10.933-acres and Tract II: an undivided 9.067-acres out of the East 20.0-acres of Lot One (1), Block Fifty (50), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION. Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Edwin J. Obst, Sr. and wife, Annie Obst, by virtue of Warranty Deeds dated September 1, 1976, recorded in Volume 1503, Page 559, and Volume 1503. Page 561, Deed Records of Hidalgo County, Texas. Said 1.515-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 1, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 1, a distance of 660.00 feet to the Southwest corner of said 20-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20-acres tract, a distance of a 100.00 feet to a No. 4 rebar set at the proposed North right-of-way line of L. J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with said proposed right-of-way line, a distance of 660.00 feed to a No. 4 rebar set at the East line of said Lot 1, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 1, a distance of 100.00 feet to the POINT OF BEGINNING, containing 1.515-acres, of which 0.807-acres lies in the existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a proposed net taking of 0.708-acres of land, more or less.

**TRACT XI:**

Being a 3.978-acre tract of land out of the West 30.0-acres of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-25, Map Records, Hidalgo County, Texas. Said 30.0-acre tract is vested to: J. Robert Velado and wife, Constance B. Velado, from H.S. Anderson and wife. Ellen R. Anderson, dated September 16, 1977, by virtue of a Warranty Deed with Vendor's Lien recorded in Volume 1545, Page 947, Deed Records of Hidalgo County, Texas. Said 3.978-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 30.0-acre tract, fur the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 30.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 623.18 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 82 degrees 13 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 339.16 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 14 minutes 23 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 27.70 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 178.39 feet to the POINT OF BEGINNING, containing 3.978-acres, of which 0.603-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, 0.431-acres lies in the existing Tennessee Gas Transmission Right-of-Way Easement, leaving a proposed net taking of 2.944-acres of land, more or less.

**TRACT XII:**

Being a 3.804-acre tract of land out of the North 10.0-acres of Lot Seven (7), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume I, Pages 24-25, Map Records, Hidalgo County, Texas. Said 10.0-acre tract is vested to: Manuela Cerda, from Joseph P. Boro and wife, Sophie N. Boro, and from the Estate of Pedro Cerda, Deceased, by virtue of a Warranty Deed with Vendor's Lien dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records of Hidalgo County, Texas, and by an Affidavit of Heirship, recorded in Document No. 957443, Official Records of Hidalgo County, Texas. Said 3.804-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 954.61 feet to a No. 4 rebar set, for the Northeast corner of this tract of land;

THENCE, South 53 degrees 31 minutes 51 seconds West, a distance of 48.95 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 150.01 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 80 degrees 49 minutes 35 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 908.68 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 11.38 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 174.42 feet to the POINT OF BEGINNING, containing 3.804-acres, of which 0.688-

acres lies in the existing Hidalgo County Irrigation. District No. 2 Easement, leaving a proposed net taking of 3.116-acres of land, more or less.

GF No. 798592

# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE: _____

DATE: _____

# WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Stewart Title Guaranty Company ("Title Insurer")

Edwards Abstract and Title Co. ("The Company")

RE: County of Hidalgo to Hidalgo County Drainage District No. 1

GF (File) Number: 798592

Land: TRACT I:

Being a 1.321-acre tract of land out of a 10.0-acre tract being the East 1/2 of the East 1/2 of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0 acre tract of land is vested to: Ludivina C. Gonzalez and husband, Jose Ramon Gonzalez from Russell L. Reynolds and wife, Merry M. Reynolds, dated October 21, 2003 by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1259746, Official Records of Hidalgo County, Texas. Said 1.321-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 7, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 7, a distance of 174.44 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the North line of said Lot 7, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.321-acres, of which 0.185-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.136-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT II:

Being a 2.643-acre tract of land out of an 18.21-acre tract out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 18.21-acre tract of land is vested to: Roderick V. Vergel de Dios and wife, Tamara G. Vergel de Dios, from Ricardo Martinez and wife, Maria Martinez, dated March 21, 2003, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1182770, Official Records of Hidalgo County, Texas. Said 2.643-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 6, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 6, a distance of 660.00 feet to a No. 4 rebar set at the Northeast corner of said 18.21-acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 18.21-acre tract, a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 629.73 feet to a No. 4 rebar set, for an exterior corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 30.27 feet to a No. 4 rebar set at the West line of said Lot 6, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the East line of said Lot 6, a distance of 174.44 feet to the POINT OF BEGINNING, containing 2.643-acres, of which 0.37-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.273-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT III:

Being a 2.483-acre tract of land comprised of Tract I: A 0.591 of an acre out of the North 1.0-acre of the North 5.0 acres of the North 1/2 of the East 20.0 acres, and Tract II: 1.544-acres out of the South 4.0-acres of the North 5.0-acres of the North 1/2 of the East 20.0-acres, both out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said Tract I is vested to Juan Carrizales and wife, Jesusa C. Carrizales, from Felix Cuevas and Margarita Mendez Cuevas, by virtue of a Warranty Deed, dated August 31, 1992, recorded in Document No. 341948, Official Records, Hidalgo County, Texas, Tract II is vested to Juan Carrizales and wife, Jesusa C. Carrizales by virtue of a Warranty Deed with Vendor's Lien, dated December 30, 1977, recorded in Volume 1564, Page 207, Deed Records of Hidalgo County, Texas, and by a Warranty Deed dated July 6, 1982, recorded in Volume 1794, Page 180, Deed Records of Hidalgo County, Texas. SAVE AND EXCEPT: a tract of land containing 1.0-acre tract being the South 66.0 feet of the North 5.0-acres of the North 1/2 of the East 20.0-acres of said Lot 6, Block 48, recorded in Document No. 321187, Official Records of Hidalgo County, Texas. Said 2.483-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northeast corner of Lot 6, THENCE, North 81 degrees 28 minutes 09 seconds West, with the North line of Lot 6, a distance of 40.00 feet to a No. 4 rebar set on the existing West right-of-way line of Alamo Road (F.M. 907), for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the existing West right-of-way line of said Alamo Road (F.M. 907), a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 620.00 feet to a No. 4 rebar set at the West line of the East 20.0 acres of Lot 6, Block 48, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20.0 acres, a distance of 174.45 feet to a No. 4 rebar set at the North line of said Lot 6, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 6, a distance of 620.00 feet to the POINT OF BEGINNING, containing 2.483-acres, of which 0.348-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.135-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT IV:

Being 5.065-acre tract of land out of a 10.0-acre tract being the North 1/2 of the North 1/2 of Lot Five (5), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Cron Citrus Acres (as to an undivided one-half interest), from Iris V.O. Cron, Independent Executrix of the Estate of Lawrence E. Cron, Deceased, dated September 12, 1980, by virtue of a Warranty Deed, recorded in Volume 1689, Page 479, Deed Records of Hidalgo County, Texas. To Cron Citrus Acres #2, a Texas General Partnership (as to an undivided 25%) and Alicia L. Cron (as to an undivided 25%), from Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 881, Official Records of Hidalgo County, Texas. Said 5.065-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northwest corner of said Lot 5; THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 5, a distance of 40.00 feet to a No. 4 rebar set on the existing East right-of-way line of Alamo Road (F.M. 907), for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 5, a distance of 1280.00 feet to a No. 4 rebar set at the Northeast corner of said Lot 5, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 5, a distance of 173.21 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 1085.95 feet to an interior corner of this tract of land;

THENCE, North 82 degrees 30 minutes 58 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 194.09 feet to a No. 4 rebar set at the existing East right-of-way line of said Alamo Road (F.M. 907), for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the existing East right-of-way line of said Alamo Road (907), a distance of 174.85 feet to the POINT OF BEGINNING, containing 5.065-acres, of which 0.812-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 4.253-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT V:

A 3.947-acre tract of land out of a 27.5-acre tract out of the West 1/2, and the West 1/2 of the East 1/2 of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 27.5-acre tract is vested to: Cron Citrus Acres #2, a Texas General Partnership composed of: Paul Douglas Cron and Auston B. Cron, from P. Douglas Cron, Independent Executor of the Estate of Iris V.O. Cron, Deceased, and Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 886, Official Records of Hidalgo County, Texas. LESS AND EXCEPT: 2 1/2 acres out of the Southwest corner of said Lot 8, by virtue of a Warranty Deed recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas. Said 3.947-acre tract of land being more particularly described by metes and bounds as follows

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 8, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 8, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 27.5-acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 27.5-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 978.14 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 11.86 feet to a No. 4 rebar set at the West line of said Lot 8, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 8, a distance of 173.21 feet to the POINT OF BEGINNING, containing 3.947-acres, of which 0.59-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 3.357-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT VI:

Being a 1.32-acre tract of land out of the East 10-acres of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Texas State Bank as Custodian for the benefit of Gary L. Jackson IRA, from John E. Christian and wife, Norma Christian, by virtue of a Warranty Deed dated November 30, 2000, recorded in Document No. 928513, Official Records of Hidalgo County, Texas. Said 1.32-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 8, a distance of 174.42 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.32-acres, of which 0.236-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.084-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT VII:

Being a 0.008-acre tract of land out of Lot Thirteen (13), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 13 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.008-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 13, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 13, a distance of 25.00 feet to a No. 4 rebar set at the proposed North right-of-way line of said L. J. Drainage Lateral for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 26.43 feet to a No. 4 rebar set at the East line of said Lot 13, for the Northeast corner of this tract of land;

THENCE, South 55 degrees 07 minutes 32 seconds West, with the East line of said Lot 13, a distance of 36.38 feet to the POINT OF BEGINNING, containing 0.008-acres of which 0.008-acres lies in the existing swale easement.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT VIII:

Being a 0.012-acre tract of land out of Lot Twelve (12), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 12 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.012-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 12, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 12, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 12, for the Southwest corner of this tract of land;

THENCE, North 55 degrees 07 minutes 32 seconds East, with the West line of said Lot 12, a distance of 36.38 feet to a No. 4 rebar set at the proposed North right-of-way line of L. J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 195.82 feet to a No. 4 rebar set at the East line of said Lot 12, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 12, a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT IX:

Being a 0.12-acre tract of land out of Lot Eleven (11), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 11 is vested to Gabriel Calderon, from OH Investment Properties, Inc., by virtue of a Special Warranty Deed with Vendor's Lien dated November 23, 2005, recorded in Document No. 1549281, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Southeast corner of Lot 11, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 11, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 11, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 11, a distance of 25.00 feet to a No. 4 rebar set on the proposed North right-of-way line of L. J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 197.31 feet to a No. 4 rebar set at the East line of said Lot 11, for the Northeast corner of this tract of land;

THENCE, South 36 degrees 23 minutes 56 seconds East, with the East line of said Lot 11, a distance of 35.31 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT X:

Being a 1.515-acre tract of land comprised of Tract I: an undivided 10.933-acres and Tract II: an undivided 9.067-acres out of the East 20.0-acres of Lot One (1), Block Fifty (50), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Edwin J. Obst, Sr. and wife, Annie Obst, by virtue of Warranty Deeds dated September 1, 1976, recorded in Volume 1503, Page 559, and Volume 1503, Page 561, Deed Records of Hidalgo County, Texas. Said 1.515-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 1, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 1, a distance of 660.00 feet to the Southwest corner of said 20-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20-acres tract, a distance of a 100.00 feet to a No. 4 rebar set at the proposed North right-of-way line of L. J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with said proposed right-of-way line, a distance of 660.00 feed to a No. 4 rebar set at the East line of said Lot 1, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 1, a distance of 100.00 feet to the POINT OF BEGINNING, containing 1.515-acres, of which 0.807-acres lies in the existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a proposed net taking of 0.708-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct..

TRACT XI:

Being a 3.978-acre tract of land out of the West 30.0-acres of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-25, Map Records, Hidalgo County, Texas. Said 30.0-acre tract is vested to: J. Robert Velado and wife, Constance B. Velado, from H.S. Anderson and wife, Ellen R. Anderson, dated September 16, 1977, by virtue of a Warranty Deed with Vendor's Lien

recorded in Volume 1545, Page 947, Deed Records of Hidalgo County, Texas. Said 3.978-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 30.0-acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 30.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 623.18 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 82 degrees 13 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 339.16 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 14 minutes 23 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 27.70 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 178.39 feet to the POINT OF BEGINNING, containing 3.978-acres, of which 0.603-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, 0.431-acres lies in the existing Tennessee Gas Transmission Right-of-Way Easement, leaving a proposed net taking of 2.944-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT XII:

Being a 3.804-acre tract of land out of the North 10.0-acres of Lot Seven (7), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-25, Map Records, Hidalgo County, Texas. Said 10.0-acre tract is vested to: Manuela Cerda, from Joseph P. Boro and wife, Sophie N. Boro, and from the Estate of Pedro Cerda, Deceased, by virtue of a Warranty Deed with Vendor's Lien dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records of Hidalgo County, Texas, and by an Affidavit of Heirship, recorded in Document No. 957443, Official Records of Hidalgo County, Texas. Said 3.804-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 954.61 feet to a No. 4 rebar set, for the Northeast corner of this tract of land;

THENCE, South 53 degrees 31 minutes 51 seconds West, a distance of 48.95 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 150.01 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 80 degrees 49 minutes 35 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 908.68 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 11.38 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 174.42 feet to the POINT OF BEGINNING, containing 3.804-acres, of which 0.688-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 3.116-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

1. **Waiver of Inspection**

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. **Receipt of Commitment**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. **Survey**

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. **Arbitration**

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Signature:

_____

Hidalgo County Drainage District No. 1

(Residential Owner's Title Policy Only)

File Number: 798592

# BOUNDARY PROTECTION ELECTION

We are informed that we may secure insurance against boundary discrepancies, boundary conflicts, boundary line issues, encroachments, protrusions and overlaps of improvements (unless the title company adds an exception to a specific item) provided that we: (1) provide a satisfactory existing survey; and, (2) pay an additional **5 % of the Basic Rate for the Residential Owner Policy.**

If we purchase this insurance, the title insurer also must hire an attorney if we are sued over these matters existing at the Date of our Policy.

If we do not purchase this insurance, we must hire our own attorney and surveyor if necessary, and we will not be protected under our Residential Owner Policy against any encroachments, such as buildings over easements, buildings over setback lines, buildings over property lines, or location of fences.

_____ Yes. We want to be protected and we elect to buy this additional insurance coverage.

_____ No. We do not want to be protected, and we will not have any protection, including attorney's fees or survey costs in a future controversy. We acknowledge that our policy will except to "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."

_____

Hidalgo County Drainage District No. 1

## CERTIFICATION

(continued from HUD-1)

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Date: March 17, 2015

**SELLER:**

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

**BUYER:**

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By:_____
Ramon Garcia, President of the Board of Directors

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will case the funds to be disbursed in accordance with this statement.

Date: March 17, 2015

**SETTLEMENT AGENT:**

ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain, Partner

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code section 1001 and Section 1010.

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

**Special Warranty Deed**

Date: March 17, 2015

Grantor: Hidalgo County, Texas

Grantor's Mailing Address:

Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P. O. Box 1356
Edinburg, Hidalgo County, Texas 78540

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

Hidalgo County Drainage District No. 1
Attention: Manager
900 N. Doolittle Road
Edinburg, Hidalgo County, Texas 78541

Consideration:

Cash and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

**TRACT I:**
Being a 1.321-acre tract of land out of a 10.0-acre tract being the East 1/2 of the East 1/2 of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0 acre tract of land is vested to: Ludivina C. Gonzalez and husband, Jose Ramon Gonzalez from Russell L. Reynolds and wife, Merry M. Reynolds, dated October 21, 2003 by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1259746, Official Records of Hidalgo County, Texas. Said 1.321-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 7, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 7, a distance of 174.44 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the North line of said Lot 7, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.321-acres, of which 0.185-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.136-acres of land, more or less.

**TRACT II:**

Being a 2.643-acre tract of land out of an 18.21-acre tract out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 18.21-acre tract of land is vested to: Roderick V. Vergel de Dios and wife, Tamara G. Vergel de Dios, from Ricardo Martinez and wife, Maria Martinez, dated March 21, 2003, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1182770, Official Records of Hidalgo County, Texas. Said 2.643-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 6, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 6, a distance of 660.00 feet to a No. 4 rebar set at the Northeast corner of said 18.21-acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 18.21-acre tract, a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 629.73 feet to a No. 4 rebar set, for an exterior corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 30.27 feet to a No. 4 rebar set at the West line of said Lot 6, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the East line of said Lot 6, a distance of 174.44 feet to the POINT OF BEGINNING, containing 2.643-acres, of which 0.37-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.273-acres of land, more or less.

**TRACT III:**

Being a 2.483-acre tract of land comprised of Tract I: A 0.591 of an acre out of the North 1.0-acre of the North 5.0 acres of the North 1/2 of the East 20.0 acres, and Tract 1.544-acres out of the South 4.0-acres of the North 5.0-acres of the North 1/2 of the East 20.0-acres, both out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said Tract I is vested to Juan Carrizales and wife, Jesusa C. Carrizales, from Felix Cuevas and Margarita Mendez Cuevas, by virtue of a Warranty Deed, dated August 31, 1992, recorded in Document No. 341948, Official Records, Hidalgo County, Texas, Tract II is vested to Juan Carrizales and wife, Jesusa C. Carrizales by virtue of a Warranty Deed with Vendor's Lien, dated December 30, 1977, recorded in Volume 1564, Page 207, Deed Records of Hidalgo County, Texas, and by a Warranty Deed dated July 6, 1982, recorded in Volume 1794, Page 180, Deed Records of Hidalgo County, Texas. SAVE AND EXCEPT: a tract of land containing 1.0-acre tract being the South 66.0 feet of the North 5.0-acres of the North 1/2 of the East 20.0-acres of said Lot 6, Block 48, recorded in Document No. 321187, Official Records of Hidalgo County, Texas. Said 2.483-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northeast corner of Lot 6, THENCE, North 81 degrees 28 minutes 09 seconds West, with the North line of Lot 6, a distance of 40.00 feet to a No. 4 rebar set on the existing West right-of-way line of Alamo Road (F.M. 907), for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the existing West right-of-way line of said Alamo Road (F.M. 907), a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, fur the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 620.00 feet to a No. 4 rebar set at the West line of the East 20.0 acres of Lot 6, Block 48, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20.0 acres, a distance of 174.45 feet to a No. 4 rebar set at the North line of said Lot 6, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 6, a distance of 620.00 feet to the POINT OF BEGINNING, containing 2.483-acres, of which 0.348-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.135-acres of land, more or less.

**TRACT IV:**

Being 5.065-acre tract of land out of a 10.0-acre tract being the North 1/2 of the North 1/2 of Lot Five (5), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, Said 10.0-acre tract of land is vested to: Cron Citrus Acres (as to an undivided one-half interest), from Iris V.O. Cron, Independent Executrix of the Estate of Lawrence E. Cron, Deceased, dated September 12, 1980, by virtue of a Warranty Deed, recorded in Volume 1689, Page 479, Deed Records of Hidalgo County, Texas. To Cron Citrus Acres #2, a Texas General Partnership (as to an undivided 25%) and Alicia L. Cron (as to an undivided 25%), from Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 881, Official Records of Hidalgo County, Texas. Said 5.065-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northwest corner of said Lot 5; THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 5, a distance of 40.00 feet to a No. 4 rebar set on the existing East right-of-way line of Alamo Road (F.M. 907), for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 5, a distance of 1280.00 feet to a No. 4 rebar set at the Northeast corner of said Lot 5, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 5, a distance of 173.21 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 1085.95 feet to an interior corner of this tract of land;

THENCE, North 82 degrees 30 minutes 58 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 194.09 feet to a No. 4 rebar set at the existing East right-of-way line of said Alamo Road (F.M. 907), for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the existing East right-of-way line of said Alamo Road (907), a distance of 174.85 feet to the POINT OF BEGINNING, containing 5.065-acres, of which 0.812-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 4.253-acres of land, more or less.

**TRACT V:**

A 3.947-acre tract of land out of a 27.5-acre tract out of the West 1/2, and the West 1/2 of the East 1/2 of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 27.5-acre tract is vested to: Cron Citrus Acres #2, a Texas General Partnership composed of: Paul Douglas Cron and Auston B. Cron, from P. Douglas Cron, Independent Executor of the Estate of Iris V.O. Cron, Deceased, and Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 886, Official Records of Hidalgo County, Texas. LESS AND EXCEPT: 2 1/2 acres out of the Southwest corner of said Lot 8, by virtue of a Warranty Deed recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas. Said 3.947-acre tract of land being more particularly described by metes and bounds as follows

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 8, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 8, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 27.5-acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 27.5-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 978.14 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 11.86 feet to a No. 4 rebar set at the West line of said Lot 8, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 8, a distance of 173.21 feet to the POINT OF BEGINNING, containing 3.947-acres, of which 0.59-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 3.357-acres of land, more or less.

**TRACT VI:**

Being a 1.32-acre tract of land out of the East 10-acres of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas. as per map or plat thereof recorded in Volume 1, Pages 2426, Map Records, Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Texas Slate Bank as Custodian for the benefit of Gary L. Jackson IRA, from John E. Christian and wife, Norma Christian, by virtue of a Warranty Deed dated November 30, 2000, recorded in Document No. 928513, Official Records of Hidalgo County, Texas. Said 1.32-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the POINT OF BEGINNING of this tract of land;
THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 8, a distance of 174.42 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing I .32-acres, of which 0.236-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.084-acres of land, more or less.

**TRACT VII:**

Being a 0.008-acre tract of land out of Lot Thirteen (13), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 13 is vested to Luis Martinez, Sr.. from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.008-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 13, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 13, a distance of 25.00 feet to a No. 4 rebar set at the proposed North right-of-way line of said L. J. Drainage Lateral for the Northwest corner of this tract of land:

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 26.43 feet to a No. 4 rebar set at the East line of said Lot 13, for the Northeast corner of this tract of land;

THENCE, South 55 degrees 07 minutes 32 seconds West, with the East line of said Lot 13, a distance of 36.38 feet to the POINT OF BEGINNING, containing 0.008-acres of which 0.008-acres lies in the existing swale easement.

**TRACT VIII:**

Being a 0.012-acre tract of land out of Lot Twelve (12), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 12 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.012-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 12, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 12, a distance of 222.25 feet to No. 4 rebar set at the Southwest corner of said Lot 12, for the Southwest corner of this tract of land;

THENCE, North 55 degrees 07 minutes 32 seconds East, with the West line of said Lot 12, a distance of 36.38 feet to a No. 4 rebar set at the proposed North right-of-way line of L. J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 195.82 feet to a No. 4 rebar set at the East line of said Lot 12, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 12, a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

**TRACT IX:**

Being a 0.12-acre tract of land out of Lot Eleven (11), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 11 is vested to Gabriel Calderon, from OH Investment Properties, Inc., by virtue of a Special Warranty Deed with Vendor's Lien dated November 23, 2005, recorded in Document No. 1549281, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Southeast corner of Lot 11, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 11, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 11, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 11, a distance of 25.00 feet to a No. 4 rebar set on the proposed North right-of-way line of L. J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 197.31 feet to a No. 4 rebar set at the East line of said Lot 11, for the Northeast corner of this tract of land:

THENCE, South 36 degrees 23 minutes 56 seconds East, with the East line of said Lot 11, a distance of 35.31 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

**TRACT X:**

Being a 1.515-acre tract of land comprised of Tract I: an undivided 10.933-acres and Tract II: an undivided 9.067-acres out of the East 20.0-acres of Lot One (1), Block Fifty (50), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION. Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Edwin J. Obst, Sr. and wife, Annie Obst, by virtue of Warranty Deeds dated September 1, 1976, recorded in Volume 1503, Page 559, and Volume 1503. Page 561, Deed Records of Hidalgo County, Texas. Said 1.515-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 1, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 1, a distance of 660.00 feet to the Southwest corner of said 20-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20-acres tract, a distance of a 100.00 feet to a No. 4 rebar set at the proposed North right-of-way line of L. J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with said proposed right-of-way line, a distance of 660.00 feed to a No. 4 rebar set at the East line of said Lot 1, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 1, a distance of 100.00 feet to the POINT OF BEGINNING, containing 1.515-acres, of which 0.807-acres lies in the existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a proposed net taking of 0.708-acres of land, more or less.

**TRACT XI:**

Being a 3.978-acre tract of land out of the West 30.0-acres of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-25, Map Records, Hidalgo County, Texas. Said 30.0-acre tract is vested to: J. Robert Velado and wife, Constance B. Velado, from H.S. Anderson and wife. Ellen R. Anderson, dated September 16, 1977, by virtue of a Warranty Deed with Vendor's Lien recorded in Volume 1545, Page 947, Deed Records of Hidalgo County, Texas. Said 3.978-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 30.0-acre tract, fur the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 30.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 623.18 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 82 degrees 13 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 339.16 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 14 minutes 23 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 27.70 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 178.39 feet to the POINT OF BEGINNING, containing 3.978-acres, of which 0.603-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, 0.431-acres lies in the existing Tennessee Gas Transmission Right-of-Way Easement, leaving a proposed net taking of 2.944-acres of land, more or less.

**TRACT XII:**

Being a 3.804-acre tract of land out of the North 10.0-acres of Lot Seven (7), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume I, Pages 24-25, Map Records, Hidalgo County, Texas. Said 10.0-acre tract is vested to: Manuela Cerda, from Joseph P. Boro and wife, Sophie N. Boro, and from the Estate of Pedro Cerda, Deceased, by virtue of a Warranty Deed with Vendor's Lien dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records of Hidalgo County, Texas, and by an Affidavit of Heirship, recorded in Document No. 957443, Official Records of Hidalgo County, Texas. Said 3.804-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 954.61 feet to a No. 4 rebar set, for the Northeast corner of this tract of land;

THENCE, South 53 degrees 31 minutes 51 seconds West, a distance of 48.95 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 150.01 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 80 degrees 49 minutes 35 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 908.68 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 11.38 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 174.42 feet to the POINT OF BEGINNING, containing 3.804-acres, of which 0.688-acres lies in the existing Hidalgo County Irrigation. District No. 2 Easement, leaving a proposed net taking of 3.116-acres of land, more or less.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Those certain items being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[Signature Page Follows]

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2015, by Ramon Garcia, County Judge, of Hidalgo County, Texas, a governmental agency, on behalf of said governmental agency.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN:

Mr. Stephen L. Crain
Atlas, Hall & Rodriguez, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

## EXHIBIT "A"

To the extent that such matters are valid and enforceable against the Property:

**As to Tract I:**

a) Mineral and/or royalty grant and/or reservation in instrument dated October 20, 2003, recorded under Clerk's File No. 1259746, Official Records, and dated November 5, 2009, recorded under Clerk's File No. 2060486, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

b) Oil, Gas and Mineral Lease(s) dated December 13, 1934, recorded in Volume 20, Page 349, dated January 25, 1934, recorded in Volume 28, Page I 89, dated January 3, 1964, recorded in Volume 284, Page 480, dated September 8, 1976, recorded in Volume 362, Page 589, dated September 7, 1976, recorded in Volume 362, Page 680, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

c) Oil, Gas and Mineral Lease(s) and dated January 29, 1982, recorded in Volume 411, Page 451, Oil and Gas Records, and extended in instrument dated January 29, 1982, recorded in Volume 2083, Page 468, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was net checked subsequent to the date(s) of the aforesaid instrument(s).

d) Oil, Gas and Mineral Lease(s) dated June 15, 1998, recorded under Clerk's File No. 715251, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

e) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or nut. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

f) Subject to any portion of the land described herein lying within canal right of way.

g) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

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

i) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted. I)

**As to Tract II:**

j) Mineral and/or royalty grant and/or reservation in instrument dated June 24, 1938, recorded in Volume 443, Page 454, Deed Records, and dated November 8, 2010,

recorded under Clerk's File No. 2161192, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was nut checked subsequent to the date(s) of the aforesaid instrument(s).

k) Oil, Gas and Mineral Lease(s) dated September 26, 1952, recorded in Volume 133, Page 432, dated December 27, 1963, recorded in Volume 284, Page 611, and dated September 7, 1976, recorded in Volume 362, Page 680, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

l) Oil, Gas and Mineral Lease(s) dated September 3, 1998, recorded under Clerk's File No. 730095, Official Records, and extended in instrument dated August 10, 2001, recorded under Clerk's File No. 999905, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

m) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

n) Subject to any portion of the land described herein lying within canal right of way.

o) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

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

q) Lack of right of access to and from the land. Insuring provision number 4 is herby deleted.

**As to Tract III:**

r) Mineral and/or royalty grant and/or reservation in instrument dated January 13, 2010, recorded under Clerk's File No. 2085304, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

s) Oil, Gas and Mineral Lease(s) dated January 25, 1934, recorded in Volume 28, Page 189, dated December 27, 1963, recorded in Volume 284, Page 619, Oil and Gas Records, and dated September 7, 1976, recorded in Volume 362, Page 680, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

t) Oil, Gas and Mineral Lease(s) dated June 30, 1999, recorded under Clerk's File No, 801492, Official Records, and extended in instrument dated May 15, 2002, recorded

under Clerk's File No. 1084554, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

u) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or nut. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

v) Subject to any portion of the land described herein lying within canal right of way.

w) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

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

**As to Tract IV:**

y) Mineral and/or royalty grant and/or reservation in instrument dated February 10, 1954, recorded in Volume 793, Page 93, Deed Records, and dated July 19, 2010, recorded under Clerk's File No. 2135043, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

z) Oil, Gas and Mineral Lease(s) dated January 16, 1964, recorded in Volume 283, Page 562, Oil and Gas Records; and amended in instrument dated July 23, 1965, recorded in Volume 300, Page 594, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

aa) Oil, Gas and Mineral Lease(s) dated October 22, 1999, recorded under Clerk's File No. 835963, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

bb) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

cc) Subject to any portion of the land described herein lying within canal right of way.

dd) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

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

**As to Tract V:**

ff) Mineral and/or royalty grant and/or reservation in instrument dated July 19, 2010, recorded under Clerk's File No. 2135005, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

gg) Oil, Gas and Mineral Lease(s) dated January 21, 1935, recorded in Volume "R", Page 327 and dated January 25, 1934, recorded in Volume 28, Page 189, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

hh) Oil, Gas and Mineral Lease(s) dated October 22, 1999, recorded under Clerk's File No. 826603, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

ii) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

jj) Subject to any portion of the land described herein lying within canal right of way.

kk) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

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

mm) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

**As to Tract VI:**

nn) Mineral and/or royalty grant and/or reservation in instrument(s) dated August 23, 1974, recorded in Volume 1420, Page 517, Deed Records, and dated March 4, 2011, recorded under Clerk's File No. 2198642, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

oo) Oil, Gas and Mineral Lease(s) dated February 15, 2000, recorded under Clerk's File No. 880770, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date( s) of the aforesaid instrument(s).

pp) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto,

appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

qq) Subject to any portion of the land described herein lying within canal right of way.

rr) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRTCT NO. 2.

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

tt) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

**As to Tracts VII and VIII:**

uu) Mineral and/or royalty grant and/or reservation in instrument dated November 6, 1951, recorded in Volume 732, Page 379, Deed Records, and dated December 30, 2005, recorded under Clerk's File No. 1564106, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

vv) Oil, Gas and Mineral Lease(s) dated February 4, 2000, recorded under Clerk's File Nos. 850167 and 854922 and dated February 7, 2000, recorded under Clerk's File No. 850164, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

ww) Reservation of water rights and/or other rights if any, as set forth in Deed dated December 30, 2005, recorded under Clerk's File No. 1564106, Official Records, Hidalgo County, Texas. Title to the herein described water rights interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

xx) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

yy) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

zz) All rights, title, and interest in, and to the canal right-of-way on said property owned or claimed by Hidalgo County Irrigation District No. 2.

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

bbb) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

**As to Tract IX:**

ccc) Mineral and/or royalty grant and/or reservation in instrument(s) dated November 6, 1951, recorded in Volume 732, Page 379, Deed Records, and dated November 23, 2005, recorded under Clerk's File No. 1549281, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

ddd) Oil, Gas and Mineral Lease(s) dated February 4, 2000, recorded under Clerk's File Nos. 850167 and 854922 and dated February 7, 2000, recorded under Clerk's File No. 850164, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

eee) Reservation of water rights and/or other rights if any, as set forth in Deed dated November 23, 2005, recorded under Clerk's File No. 1549281, Official Records, Hidalgo County, Texas. Title to the herein described water rights interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

fff) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

ggg) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

hhh) All rights, title, and interest in, and to the canal right-of-way on said property owned or claimed by Hidalgo County Irrigation District No. 2.

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

jjj) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

**As to Tract X:**

kkk) Mineral and/or royalty grant and/or reservation in instruments) dated October 27, 2009, recorded under Clerk's File No. 2055533, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

lll) Oil, Gas and Mineral Lease(s) dated January 25, 1934, recorded in Volume 28, Page 189, Oil and Gas Records, and dated April 16, 1951, recorded in Volume 114, Page 127, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

mmm) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

nnn) Easement and/or other rights, if any, as set forth in untitled instrument dated June 14, 1956, recorded in Volume 866, Page 284, Deed Records, Hidalgo County, Texas.

ooo) Subject to any portion of the land described herein lying within canal right of way.

ppp) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

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

rrr) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

**As to Tract XI:**

sss) Mineral and/or royalty grant and/or reservation in instrument dated March 15, 2010, recorded under Clerk's File No, 2097855, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was nut checked subsequent to the date(s) of the aforesaid instrument(s).

ttt) Oil, Gas and Mineral Lease(s) dated January 25, 1934, recorded in Volume 28, Page 189, Oil and Gas Records, dated May 4, 1935, recorded in Volume 20, Page 151; dated January 25, 1964, recorded in Volume 284, Page 532; dated September 7, 1976, recorded in Volume 362, Page 680; dated September 7, 1976, recorded in Volume 362, Page 701; and dated February 14, 1983, recorded in Volume 428, Page 67, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

uuu) Oil, Gas and Mineral Lease(s) dated August 26, 1998, recorded under Clerk's File No. 722893, Official Records, and extended in instrument dated July 19, 2001, recorded under Clerk's File No. 991576, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

vvv) Memorandum of Oil and Gas Lease dated March 4, 1999, recorded under Clerk's File No. 773520, Official Records, and corrected under Clerk's File No. 8 19759, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

www) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule Bar not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

xxx) Easement and/or other rights, if any, as set forth in untitled instrument dated April 10, 1950, recorded in Volume 688, Page 332, Deed Records, and amended under Clerk's File No. 885739, Official Records, Hidalgo County, Texas.

yyy) Easement and/or other rights, if any, as set forth in untitled instrument dated January 24, 1985, recorded in Volume 2285, Page 875, Official Records, Hidalgo County, Texas.

zzz) Subject to any portion of the land described herein lying within canal right of way.

aaaa) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

bbbb) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

**As to Tract XII:**

cccc) Mineral and/or royalty grant and/or reservation in instrument(s) dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records, and dated August 18, 2010, recorded under Clerk's File No. 2131623, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

dddd) Oil, Gas and Mineral Lease(s) dated January 25, 1934, recorded in Volume 28, Page 189, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

eeee) AU leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

ffff) Subject to any portion of the land described herein lying within canal right of way.

gggg) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

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

iiii) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**AMENDMENT NUMBER ONE TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY**

This **AMENDMENT** to INTERLOCAL AGREEMENT is made this 17th day of March, 2105 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** ("District") and **HIDALGO COUNTY, TEXAS** ("County").

**WHEREAS**, District and County entered into that certain Interlocal Agreement dated December 15, 2014 (the "Interlocal") by and between District and County to transfer thirteen (13) tracts of real property to District;

**WHEREAS,** County and District subsequently agreed to eliminate from the transfer the only easement tract from the transfer leaving twelve (12) fee simple tracts to transfer to the District;

**WHEREAS,** the County obtained a revised appraisal appraising the twelve (12) fee simple tracts at $1,326,948.00; and

**WHEREAS,** County and District desire to amend the Interlocal to reflect the transfer is only a transfer of the fee simple tracts to the District.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and County hereby agree to the following amendment to the Agreement:

1. The easement tract described in Exhibit A shall be deleted from Exhibit A.

2. The dollar amount in the seventh WHEREAS clause and in numbered paragraph 4 of the Interlocal shall be deleted and the dollar figure of $1,326,948.00 shall be substituted in lieu thereof;

3. The date of December 31, 2014 shall be deleted in numbered paragraph 3 and the date of April 1, 2015 shall be substituted in lieu thereof.

4. Except as modified herein, all terms and conditions of the

Agreement, as amended, remain in full force and effect and District and County 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.

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

By: _____
Ramon Garcia, Chair, Board of Directors

**HIDALGO COUNTY**

By:_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

**ATLAS, HALL & RODRIGUEZ, LLP**

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

**AI -48884** **Precinct #2** **19. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

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

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

Requesting approval to accept counter offer to purchase a tract of land known as Parcel 15A for the Pct. #2 - FM 2061 Jackson Rd. TxDOT Project. (CSJ#1939-02-021)

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

counter offer docs
counter offer-TxDot

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/12/2015 10:42 AM |
| Obdett Calzada | Obdett Calzada | 03/13/2015 04:34 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Angela Garcia | | Started On: 03/12/2015 10:23 AM |
| Final Approval Date: 03/13/2015 | | |

# HIDALGO COUNTY
# PRECINCT 2

**Eduardo "Eddie" Cantu**
COUNTY COMMISSIONER

## *MEMO*

TO: Commissioner's Court

FROM: Jaime Cruz,
Hidalgo County Right of Way Department

TE: March 13, 2015

RE: FM 2061 Project
CSJ: 1939-02-021 (Parcel # 15-A)
Norma Rodriguez Garza and Oscar Garza Herrera

==========

Attached please find letter provide by property owner for above-mentioned project.

| | |
|---|---|
| Appraised Value: | $ 200.00 |
| Settlement Request: | $ 1,000.00 |
| Difference to Landowner | $ 800.00 |

Commissioners Court Executive Session March 17, 2015

Approved; _____

Not Approved; _____

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

March 12, 2015

County of Hidalgo
Hwy: Jackson Rd., FM 2061
CSJ: 1939-02-021
Parcel No. 15-A

Mr. Jaime Cruz
County of Hidalgo Pct. 2
300 W. Hall Acres
Pharr, Tx 78577

Dear Mr. Cruz:

In an attempt to resolve the issue of the County of Hidalgo acquiring my property located along Jackson Road, I am submitting a counter offer in the amount of $1,000.00 to your inadequate offer of $200.00. I believe that my counter offer is justified due to the growth and because of the commercial value of my property. Thank you for your consideration.

Norma Garza Rodriguez
2620 S. Gardenia
Pharr, Tx 78577

# REAL ESTATE APPRAISAL REPORT
## TEXAS DEPARTMENT OF TRANSPORTATION

| | | | | |
|---|---|---|---|---|
| Address of Property: | East side of South Jackson Road, Located across from Whalen Road, Pharr, Texas. | Account: | N/A | |
| Property Owner: | Norma Garza | Parcel: | 15-A | UPDATE 09/07/2007 |
| Address of Property Owner: | 3113 North 23rd Street McAllen, Texas 78501 | CSJ: | 1939-02-021 | |
| Occupant's Name: | 0 | Federal Project No: | N/A | |
| Whole: ☐ | Partial: ☑ Acquisition | Highway: | FM 2061 | County: Hidalgo County |

### Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

### Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

### Certificate of Appraiser

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property is $200 as of January 6, 2006 based upon my independent appraisal and the exercise of my professional judgment; on January 6, 2006, I personally inspected in the field the property herein appraised; I afforded Norma Garza, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection.

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 15, 2006 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State,

and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature - Lemuel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General
Certification Number

September 7, 2007
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

## Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The Departure Provision of the USPAP does not apply as not all of the three approaches to market value were not applicable for the subject property. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

## Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right-of-Way Department under the direction of Precinct No. 2, and others which would be involved with the acquisition of said proposed right-of-way along South Jackson Road. The part to be acquired is for the expansion of the existing road right-of-way of South Jackson Road with the project limits being from Dicker Road to just south of Orangewood Road within the city of Pharr. The intended use of the report is to assist Joe Pena, Director of the Right-of-Way Department of Hidalgo County and others involved with the project, for future negotiations of acquiring all or part of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004.

The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include other governmental entities which may be participating in the project. Joe Pena is the Director of the Right-of-Way Department of Hidalgo County, who has a local office established at Precinct No. 2, located at 301 E. State Avenue, Pharr, Texas 78577. Mr. Pena, shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Pena can be contacted at (956) 283-8134.

## Scope of the Assignment

By work order dated November 3, 2005 on behalf of Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, request for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Aranda and Associates, Inc of McAllen, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record.

Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report.

## Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the County of Hidalgo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements and project influence (if any exist).

The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the Hidalgo County Appraisal District, if they are affected by the part to be acquired.

**Property Rights Appraised**

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

**Accessibility To Subject Property**

The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report.

**Analysis of Subject As A Whole**

A survey of the property owners entire tract was not performed as the part to be acquired is located along the eastern frontage of South Jackson Road. As per scope of the assignment, the subject property (part to be acquired) shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the Hidalgo County Appraisal District. The property was analyzed based on the whole property less any existing road right-of-way of which a pro-rata part of the whole is determined to be the subject of this report. The subject property is a large tract of land of which the remainder shall not be affected nor damaged as a result of the acquisition. Therefore, a valuation of the remainder portion of the subject property was not required.

**Economic Unit Analysis**

The subject property shall be analyzed based on a 8.38 acre tract of land which excludes any existing road right-of-way indicated along South Jackson Road. The area for the subject property as a whole is indicated as per survey provided by Aranda and Associates, Inc. dated May 6, 2007. The subject is part of a large drainage floodway system of which the entire land area has not been provided. Therefore, during the analysis of the subject property as a whole no adjustments for size shall be warranted for purposes of this report. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 22.87 acres to 84.89 acres. These indicated economic unit values are used for the valuation of the irregular partial acquisition as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial acquisition for the market valuation of the subject property.

**Part to be Acquired**

The proposed partial acquisition is comprised of fee land in which the land area to be acquired is 4168 square feet (0.096 acres). The proposed partial acquisition has approximately 38.03 lineal feet of frontage along the eastern side of South Jackson Road. The part to be acquired is an irregular-shaped tract of land which has limited use and site utility due to its location and size as proposed and does not constitute a readily marketable economic unit. Therefore, the part to be acquired, which is the subject of this report, shall be evaluated as a pro-rata part of the whole as determined by the approaches to market value selected. Based on the pro-rata part of the whole, the subject shall be valued based on the highest and best use as a mixed use tract of land which is based on the local market trend along S. Jackson Road. This highest and best use is further explained on page 1.4 of this report.

| To Be Acquired (Net) | 0.096 Acres |
|---|---|
| | 4,168 S.F. |

**Legal Description of The Part To Be Acquired**

Being 4,168 square feet of land more or less, out of a 8.38 acre tract, situated in Hidalgo County Texas and being a part or portion of Lot 7, Block 10, A. J. McColl Subdivision.

**Remainder Before and After The Acquisition**

The remainder before and after the acquistion is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed acquisition. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed acquisition. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the acquisition.

**Property Tax Information**

This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Norma Garza. The part to be acquired was identified as part of a larger tract of land which contained tax identification no. M2650-00-010-0007-10. The subject property land assessment was indicated to be $61,110. The indicated unit assess rate for the subject property was indicated to be $7,000 per acre or $0.16 /square feet. The property taxes for the subject property appear to be current, however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

**Environmental Assessment / Adverse Easements / Encroachments / Topography**

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value.

A survey of the remainder of the subject property was not provided by Aranda and Associates, Inc. as per date of report. Therefore, the extraordinary assumption that no adverse easements nor encroachments are located within the remainder before and after the taking which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property as a whole, part to be acquired and the remainder after.

**Utility Services Available**

The subject property is located in a region, which contains, water, electricity, and phone service, which is typical of the market area.

**Identification of Personal Property**

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

**Current Listing Status**

It appears that the subject property is not listed for sale as of the effective date of this appraisal. No visible "For Sale" signs were located on the subject property and the property was not listed for sale under a Realtor's® Multiple Listing Service.

**Estimated Marketing Time Period**

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the McAllen / Pharr and Hidalgo markets. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

**Exposure Time**

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

## Statement of Highest & Best Use

The subjects highest and best use as vacant and as if improved is indicated for continued use as drainage levee with the primary use as agricultural. This type of use is concurrent with the recent trends located along South Jackson Road within the floodway system. This highest and best use is based on the determined economic unit of the subject property as whole as the portion being acquired, in the name of the County of Hidalgo, Texas, does not itself constitute an economic unit.

When a property is evaluated the highest and best use must always be considered. In the current case the highest and best use of the whole is determined to be for mixed use based on several factors. These factors that are taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within the City of McAllen, City of Pharr and City of Hidalgo to determine the legal permissibility of land use along South Jackson Road. Along Jackson Road, development is mixed with small retail, auto salvage yard, auto sales yards, sparse single family residential and light and heavy industrial uses existing.

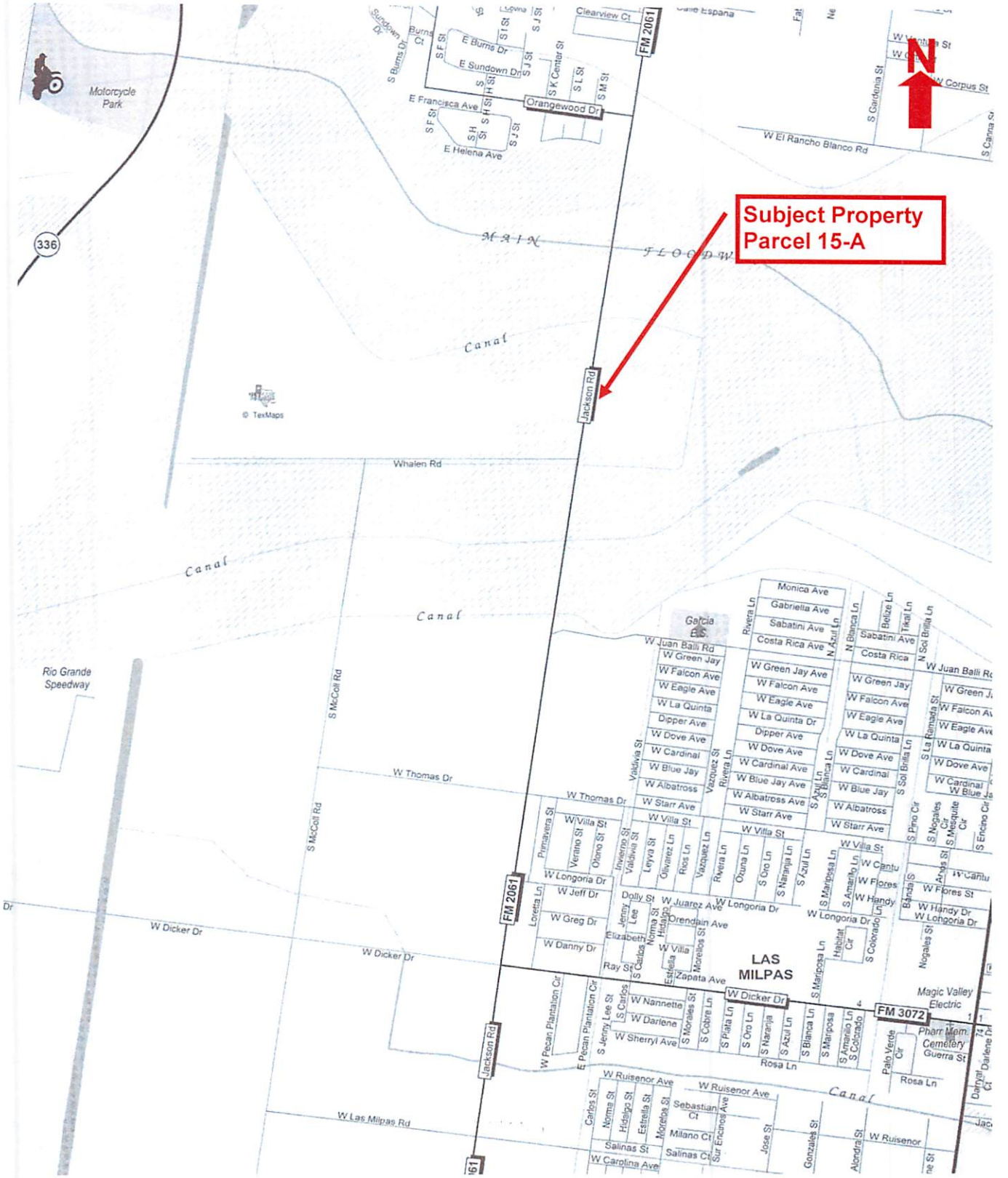
Since the subject lies within the jurisdiction of the city of Pharr, Texas of which does recognized municipal zoning ordinance as per date of appraisal, this office shall evaluate the subject properties based on the continuing trend along South Jackson Road. In addition, this office shall review existing ordinances which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of the City of Pharr. The subject property contains adequate land area and frontage along S. Jackson Road to allow the continued use as agriculture before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a drainage and or agricultural highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

The financial feasibility and maximally productive use of the subject property is based on the continued growth along S. Jackson Road, which includes single family residential, commercial retail, and light to heavy industrial uses. Based on the continued growth along S. Jackson Road, it is estimated that the subject can be financially feasible to maintain an agricultural or drainage use. This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired.

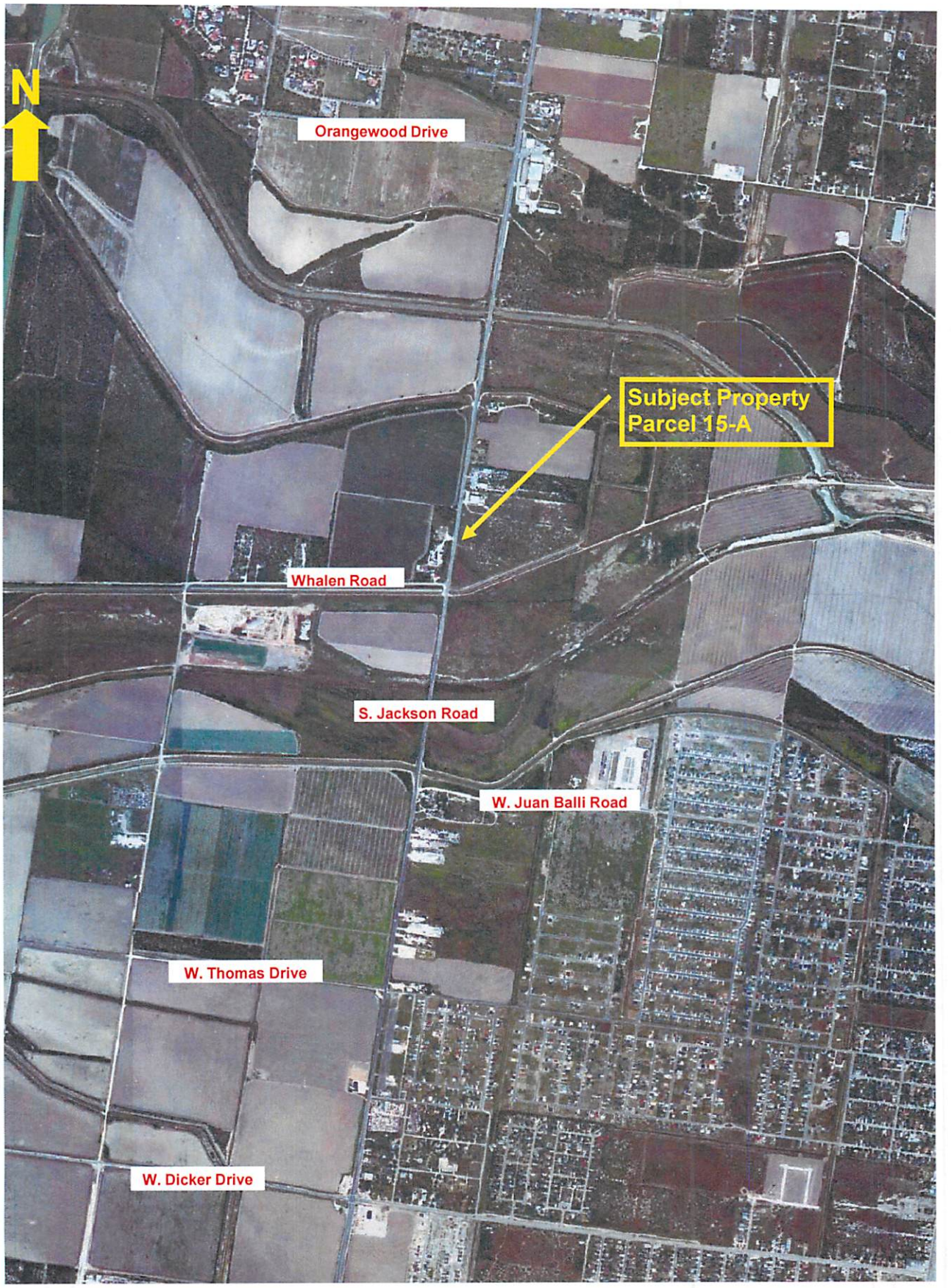
After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for continued drainage and or agricultural use. This conclusion is correlated to the property as a whole, part to be acquired and the remainder before and after the acquisition.

# LOCATION MAP OF SUBJECT PROPERTY



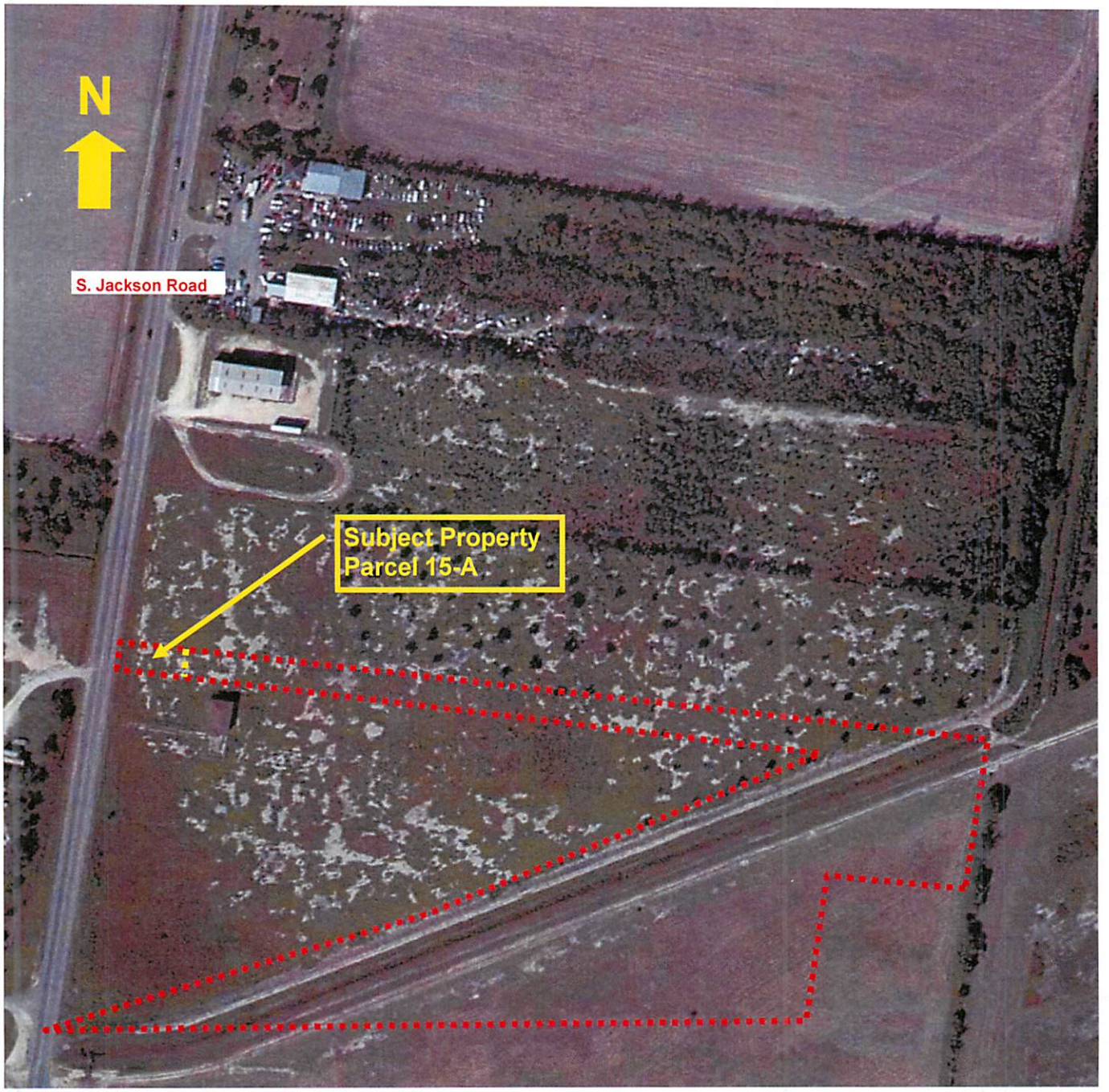

*Copyright 1999-2006 TexMaps*

# AERIAL PHOTOGRAPH OF SUBJECT AREA



## AERIAL PHOTOGRAPH OF SUBJECT

*(Closer View of Subject Property)*




NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED ALONG SOUTH JACKSON ROAD. THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY ARANDA AND ASSOCIATES, INCORPORATED AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

## PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 15-A

Local Address: East side of South Jackson Road, Located across from Whalen Road, Pharr, Texas.

Date Taken: January 6, 2006

Taken By: Leonel Garza III

1. Point from which taken: Photo 1: Jackson Road
Photo 2: Jackson Road

Looking: Photo 1: Eastern View
Photo 2: Southern View



**Photo 1**
Eastern view of subject property taken from South Jackson Road.

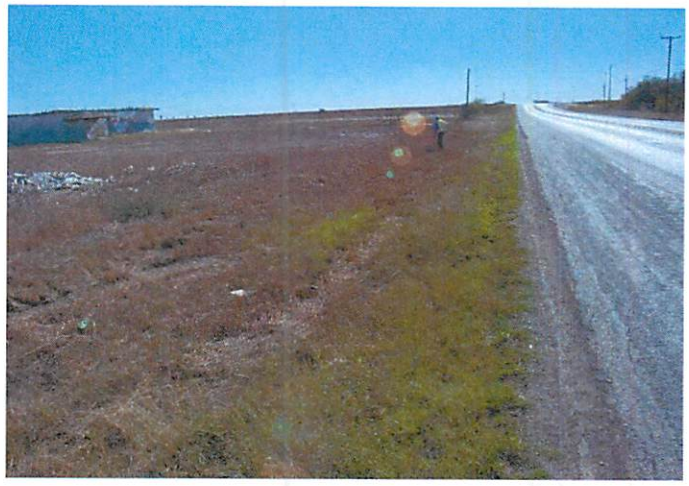


**Photo 2**
Southern view of part to be acquired taken from South Jackson Road.

2. Point from which taken: Photo 3: Jackson Road
Photo 4: Jackson Road

Looking: Photo 3: Northern View
Photo 4: Southern View

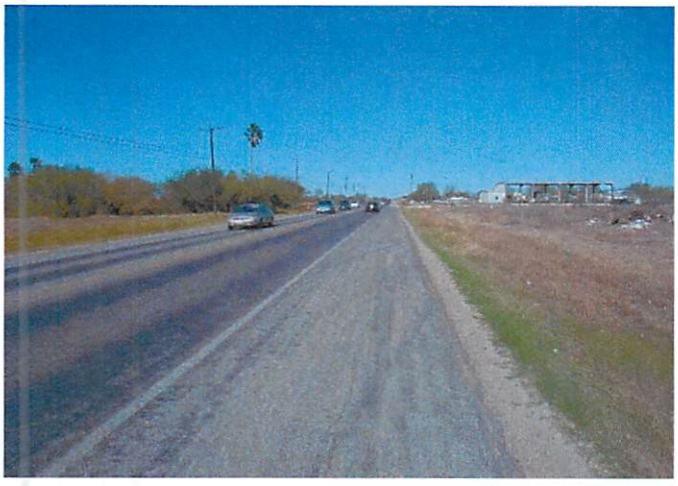


**Photo 3**
Northern view of South Jackson Road.



**Photo 4**
Southern view of South Jackson Road.

**DESCRIPTION OF PROPERTY:**

The subject property, as a whole, is a 8.38 acre tract of land currently being utilized for agricultural use and for flood control, located along eastern side of South Jackson Road in Hidalgo County, Texas. The subject is located within the County of Hidalgo and within the extraterretorial jurisdiction of the City of Pharr, Texas. According to the survey provided by Aranda and Associates, Inc., dated May 6, 2007, the part to be acquired is approximately 0.096 acres (4,168 square feet) located along the frontage of South Jackson Road. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant, which shall exclude any existing road right-of-way in order to derive the net area within the acquisition. This is performed in order to determine the pro-rata part of the whole for the purchase of said tract by the Hidalgo County Right-of-Way Department in the name of the State of Texas. It is also indicated that the owner of record, International Boundary Commission, does restrict construction within the floodway boundaries which includes the subject property.

**AREA OR NEIGHBORHOOD ANALYSIS:**

The subject neighborhood along South Jackson Road is a mixture of sparse single family homes, small commercial and light industrial developments. Several properties along South Jackson Road are in a state of development as new residential subdivisions are being created as indicated by the City of Pharr Planning Department and the City of Hidalgo. Leonel Garza Jr. & Associates LLC has inspected the market area along South Jackson Road and has found that the market is in a state of positive development of which is concentrated at the intersections of Old Military Highway, Dicker Road and north near Orangewood South Drive.

**SITE ANALYSIS:**

**Five Year Sales History:** The subject property is indicated to be under the ownership of International Boundary Commission as indicated by survey and field notes provided by Aranda and Associates, Inc. Further investigation of the subjects history through the Hidalgo County Appraisal District confirm the current owner of record to be Robert F. & Mary L. Elkins. The Texas Land Records does not contain deeds that are dated before 1977; therefore the subject property was transferred from an Mary Ruth Swindle, Individually and as Independent Executor of the Estate of Mary Louis Elkins, deceased; and Pam Elkins Ligda (Grantor) to Norma Garza (Grantee) on October 13, 2006 as per title report. Therefore, the subject has been in the name of Norma Garza for over three (3) months.

**Legal Description: (Whole Property)** Being a 8.38 acre tract, situated in Hidalgo County Texas and being a part or portion of Lot 7, Block 10, A. J. McColl Subdivision.

**Legal Description: (Part To Be Acquired)** Being 4,168 square feet of land more or less, out of a 8.38 acre tract, situated in Hidalgo County Texas and being a part or portion of Lot 7, Block 10, A. J. McColl Subdivision.

**Improvements:** During the off-site inspection of the subject property, no building nor site improvements were indicated within the part to be acquired. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property. Therefore the subject property shall be valued as a vacant tract of land similar to the surrounding market area.

**Highest and Best Use:** Agricultural Use - Subject is located within the "IBWC Floodway System". Construction of structures are not allowed unless approved by the County of Hidalgo and the International Boundary Commission as per the Right-of-Way Department of Hidalgo County.

*(Form ROW-A-^ Rev. 7/2004 Page 3 of 5 Continued on Next Page*

(Continuation from previous page)

## VALUATION OF PART TO BE ACQUIRED

### LAND VALUATION
### Representative Comparable Sales

| | Subject | Comp. No. 1 | Comp. No. 2 | Comp. No. 3 |
|---|---|---|---|---|
| Grantor | Mary Ruth Swindle, Individually and as Independent Executor of the Estate of Mary Louis Elkins, deceased; and Pam Elkins Ligda | Randall Lance Barnes | Frances J. Ramsey, Gladys East, Betty A. Busch and Barbara J. Wood | Kathleen S. Wild |
| Grantee | Norma Garza | FE-MA Enterprises, Inc. | Mary Agnes Dyer | Valley View Independent School District |
| Date of Sale | October 13, 2006 | October 19, 2004 | April 29, 2004 | September 22, 2005 |
| Unit Price | / Ac | 17,871 / Ac | 17,490 / Ac | 24,875 / Ac |
| Relative Location | Average | Similar 0% | Inferior 25% | Superior -10% |
| Lot Location | Interior | Corner Tract -5% | Interior 0% | Corner Tract -5% |
| Financing | Conventional | Similar 0% | Similar 0% | Similar 0% |
| Conditions of Sale | Cash To Seller | Similar 0% | Similar 0% | Similar 0% |
| Market Conditions | Average | Similar 0% | Similar 0% | Similar 0% |
| Physical Characteristics | Typical of Market | Similar 0% | Similar 0% | Similar 0% |
| Available Utilities | Water / Electricity / Phone | Similar 0% | Similar 0% | Similar 0% |
| Street Access / Frontage | South Jackson Road | S. Jackson / Thomas Road 0% | Las Milpas Road 0% | McColl / Dicker Road 0% |
| Size of Tract | 8.38 Acres | 84.89 Acres 0% | 22.87 Acres 0% | 40.20 Acres 0% |
| Net Adjustments | | Δ -5% | Δ 25% | Δ -15% |
| Indicated Unit Value | | $ 16,977 / Ac | $ 21,863 / Ac | $ 21,144 / Ac |

**Estimated Unit Value of Fee Simple Area (Outside of Floodway @ 100% of Market Value)** $ **20,000 / Ac**

**Estimated Unit Value of Fee Simple Area (Inside of Floodway @ 10% of Market Value)** $ **2,000 / Ac**

**Estimated Value by Sales Comparison Approach (0.100 Acres or 4,168 sq ft)** $ **200**

(Includes Part To Be Acquired Located Within Mission Inlet)

***Note: The above valuation indicated that valuation of the part to be acquired only and not the value of the whole.***

**SEE EXPLANATION TO ADJUSTMENTS ON PAGE 4.0**

***Comparable Sale No. 1***

## COMPARABLE DATA SUPPLEMENT

ROW Account: 1939-02-021 Parcel No.: 15-A Highway: FM 2061 County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/ Lessor: Randall Lance Barnes Grantee/Lessee: FE-MA Enterprises, Inc.

Date: October 19, 2004 Recording Information: Document No. 1400139 Key Map: N/A

Address: The northwest corner of South Jackson Road and Thomas Road, Hidalgo County, Texas. Zip Code: 78577

Legal Description: An 87.81 acre tract of land being a portion of Lot 1 and Lot 2, Block 11, A.J. McColl Subdivision, as recorded in Volume 21, Page 597, Deed Records, Hidalgo County, Texas.

Confirmed Price : $ 1,517,000 Verified with: Document No. 1400139

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 84.89 Acres or 3,697,591 Sf Unit Price as Vacant $ 17,871 / Ac or $ 0.41 / Sf

Type Street: Asphalt Paved (Jackson Road / Thomas Road) Utilities: Water Available / No Sewer

Improvement(s) Description: N/A

Improvement(s) N/A (GBA) N/A (NRA) N/A Unit Price as Improved N/A

Condition and Functional Design: N/A

Current Use: Agricultural Row Crop Highest and Best Use: Mixed Use (Commercial / Single Family Residential)

Date of Inspection: January 15, 2006 Zoning: N/A Flood Plain: Zone "B"

Attach Additional Information: Subject is located at the northwest corner of South Jackson Road and Thomas Road of which contains approximately 2,428.54 lineal feet of frontage along the west side of Jackson Road and 1,417.47 lineal feet along the north side of Thomas Road.

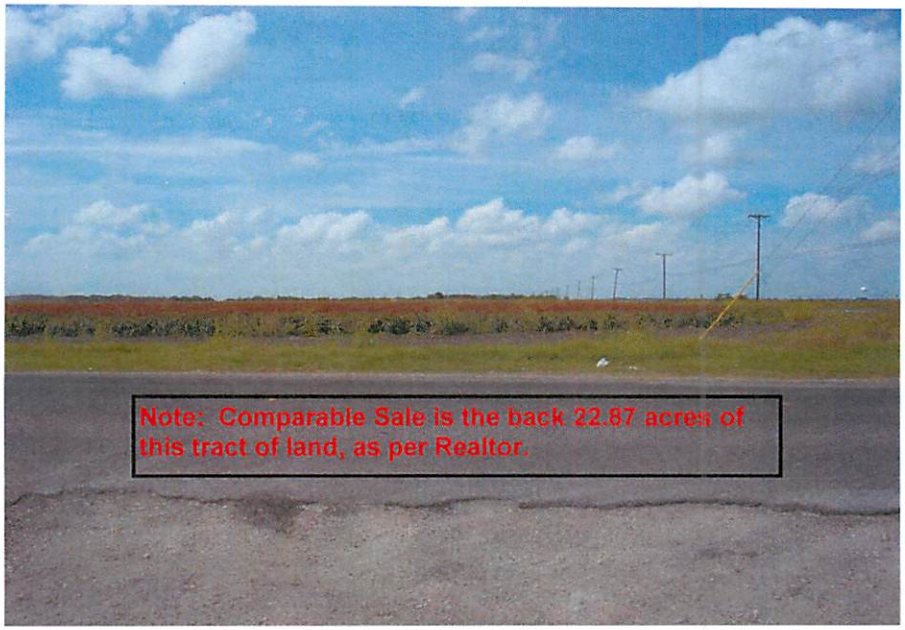
Appraiser: Leonel Garza III January 15, 2006
(Typed, not signed) Date

***Comparable Sale No. 2***

## COMPARABLE DATA SUPPLEMENT

ROW Account: 1939-02-021 Parcel No.: 15-A Highway: FM 2061 County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐




Grantor/ Lessor: Frances J. Ramsey, Gladys East, Betty A. Busch and Barbara J. Wood Grantee/Lessee: Mary Agnes Dyer

Date: April 29, 2004 Recording Information: Document No. 1329128 Key Map: N/A

Address: Southeast Corner of Jackson Road and Las Milpas Road, Pharr, Texas. Zip Code: 78577

Legal Description: The west 22.87 acre tract of land out of Lot 6, Block 12, A.J. McColl Subdivision, Hidalgo County, Texas as recorded in Volume 21, Page 598, Deed Records in the Office of the County Clerk.

Confirmed Price: $ 400,000 Verified with: MLS L86423 & Barbara Moffit, Re/Max, 1st Choice

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 22.87 Acres or 996,217 Sf Unit Price as Vacant : $ 17,490 /Acre or $ 0.40 / Sf

Type Street: Asphalt Paved Road Utilities: Water Available/No Sewer

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Agricultural Use Highest and Best Use: Single Family Residential Development

Date of Inspection: January 15, 2006 Zoning: Open Agricultural Flood Plain: Zone "B"

Attach Additional Information:

The subject property was listed for $800,000 of which included a 40 acre tract of land. As per Barbara Moffit, Listing Agent, the Grantee purchased the back portion of the total property of which consisted of approximately 22.87 acres.

Appraiser: Leonel Garza III January 15, 2006
(Typed, not signed) Date

***Comparable Sale No. 3***

## COMPARABLE DATA SUPPLEMENT

ROW Account: 1939-02-021 Parcel No.: 15-A Highway: FM 2061 County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐





Grantor/ Lessor: Kathleen S. Wild Grantee/Lessee: Valley View Independent School District

Date: September 22, 2005 Recording Information: Document No. 1530450 Key Map: N/A

Address: Southeast Corner of S. McColl Road and Dicker Road, Pharr, Texas. Zip Code: 78577

Legal Description: A 40.67 acre tract of land, out of Lot 1, Block 23, Steele and Pershing Subdivision, Hidalgo County, Texas, as per map recorded in Volume 8, Page 115, Deed Records of Hidalgo County, Texas, more particularly described by Metes and Bounds. Save and Except 0.47 acres to HCWID No. 2. Net Acreage 40.20 Acres.

Confirmed Price: $ 1,000,000 Verified with: Kathleen S. Wild

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 40.20 Acres or 1,751,112 Sf Unit Price as Vacant : $ 24,875 / Acre or $ 0.57 / Sf

Type Street: Asphalt Paved Road - Dicker Road / McColl Road Utilities: Water Available/No Sewer

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Agricultural Use Highest and Best Use: Mixed Use (Commercial / Single Family Residential)

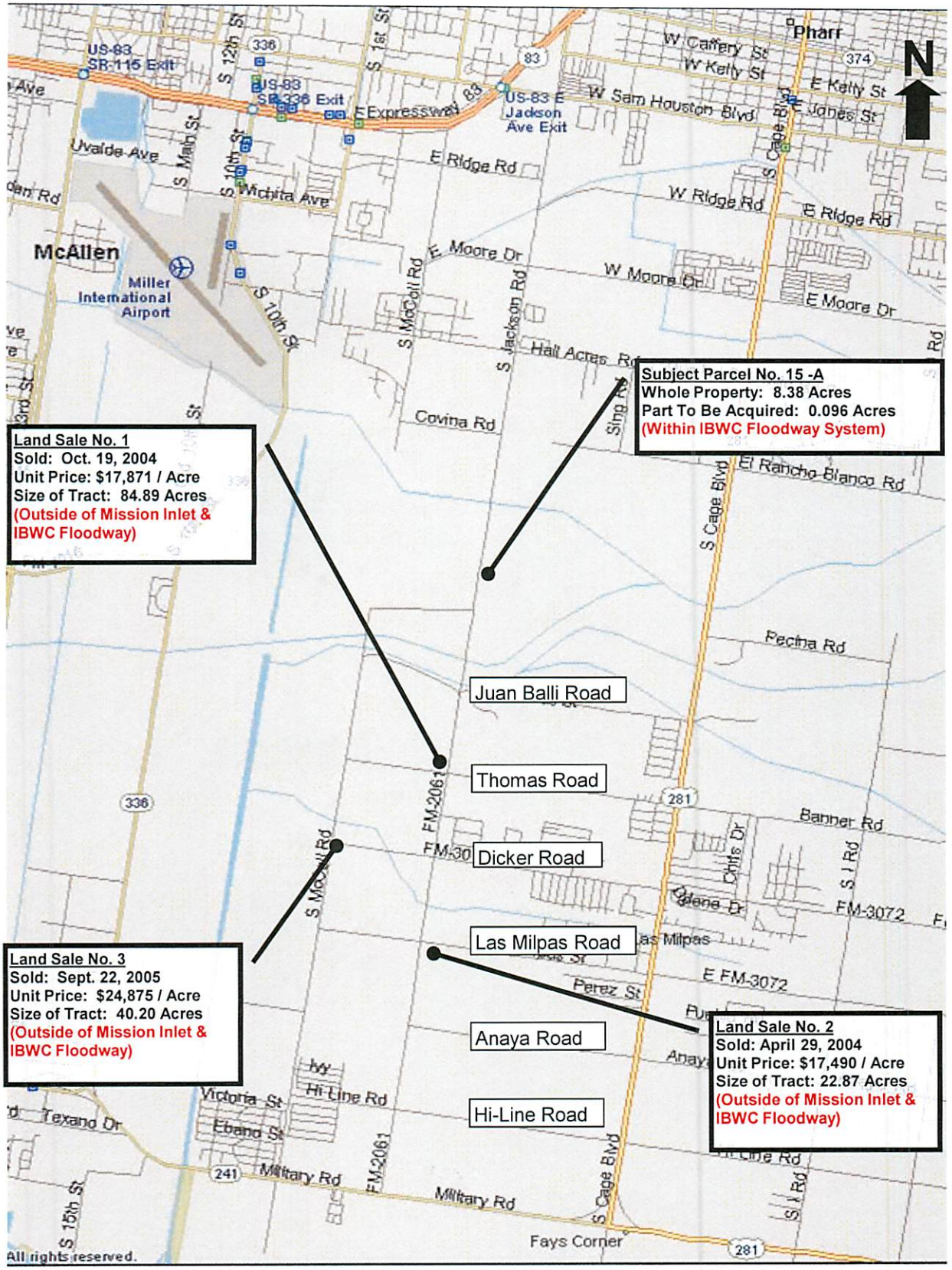
Date of Inspection: January 15, 2006 Zoning: Open Agricultural Flood Plain: Zone "B"

Attach Additional Information:

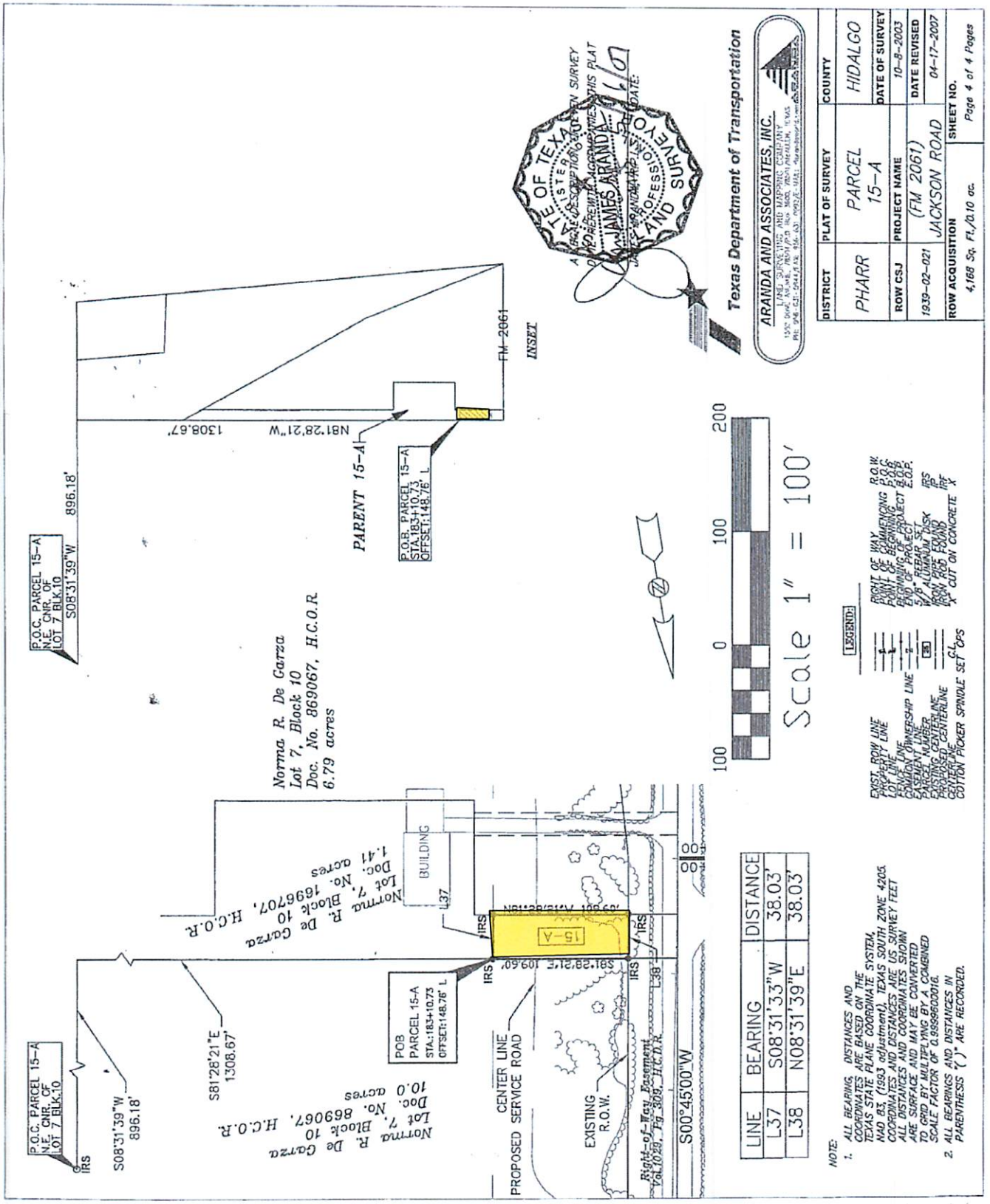
The sale was confirmed with both Realtor Bill Moschel and owner Kathleen Wild. The subject property is located within the recently expanded section of McColl Road.

Appraiser: Leonel Garza III January 15, 2006
(Typed, not signed) Date

## COMPARABLE SALES MAP



# SURVEY OF SUBJECT PROPERTY (Page 1 of 1)




**Yellow Highlight = Proposed Right-of-Way**

## FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 3)


Survey Date: October 08, 2003
Revision Date:: April 17, 2007

Exhibit "A"

**County:** HIDALGO
**Highway:** FM 2061 (JACKSON ROAD)
**ROW CSJ:** 1939-02-021
**Const.CSJ:** 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

**COMMENCING** on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

## FIELD NOTES OF PART TO BE ACQUIRED (Page 3 of 3)

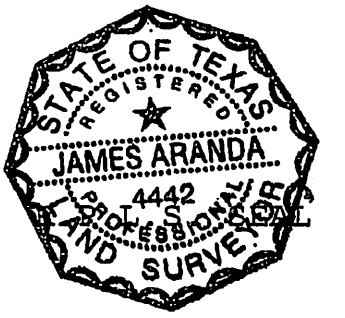

Survey Date: October 08, 2003
Revision Date: April 17, 2007
Parcel 15-A

Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442



**Explanation of Adjustments with Reconciliation:**

During the analysis of the part to be acquired, the unit value for the subject property as a whole was determined. This determination of market unit value is utilized for the valuation of the part to be acquired which is a pro-rata part of the whole. The local market was searched for comparable sales of which contained similar frontage along Farm To Market Road 2061 / Jackson Road. Each of the sales utilized are located within 1.00 to 3.0 miles from the subject property on either the east or west side of Farm To Market Road 2061. Several sales were located within this parameter of which had occurred within the past two years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts. Once the analysis is performed an overall unit rate is selected for the determination of the market value of the part to be acquired, which is the subject of this report.

Each of the comparable sales were analyzed as if the subject property was not located within the "IBWC" in order to determine the overall market value of the subject property as if not encumbered. Once the unit rate, as un-encumbered was established a deduction was then made for the in ability to construct on the subject property of which the unit rate was reduced by 90%.

Sale No. 1 is located along the northwest corner of S. Jackson Road (FM 2061) and Thomas Road in Hidalgo County, Texas. The comparable was purchased on October 19, 2004 for investment purposes for $1,517,000 for the 87.81 acre tract of land. A single adjustment was required for this comparable sale as compared to the subject property. An adjustment was required for corner influence of -5%. No other adjustments were required for the sales as all other factors were considered similar. Therefore, a unit rate of $16,977 per acre is indicated for the subject property.

Sale No. 2 is located along the Las Milpas Road just west of Jackson Road (FM 2061) in Hidalgo County, Texas. The comparable was purchased on April 29, 2004 for $400,000 for the 22.87 acre tract of land. A single adjustment was required for this comparable sale as compared to the subject property. This adjustment was for the inferior location of the sale located on Las Milpas Road, requiring an upward adjustment of +25%. No other adjustments were required for the sales as all other factors were considered similar. Therefore, a unit rate of $21,863 per acre is indicated for the subject property.

Sale No. 3 is located along the southeast corner of S. McColl Road and Dicker Road in Hidalgo County, Texas. The comparable was purchased on September 22, 2005 for $1,000,000 for the 40.67 acres (Gross) tract of land. Several adjustments were required for this comparable sale as compared to the subject property. The first adjustment indicated was for superior location which required a downward adjustment of -10%. The second adjustment was corner influence of -5%. No other adjustments were required for the sales as all other factors were considered similar. Therefore, a unit rate of $21,144 per acre is indicated for the subject property.

Due to the building restriction established by the floodway easement located on the property; otherwise known as the "IBWC Floodway", the subject property contains a limited use which can not be modified without direct permissibility from both the International Boundary Commission (IBWC). Due to this restriction, the value of the subject property shall be assessed at 10% of the market value derived from comparables outside of the floodway. In discussion with several realtors who have bought and or sold land within the floodway in the past few years, have indicated an average price of $900 per acre to $1,500 per acre.

No recent sales could be located and or verified of which could be utilized for the subject property. Therefore, an adjustment was made to the indicated unit value to define the limited use created by either the Hidalgo County Floodway System or the IBWC. Therefore, the fee simple title of the subject property is indicated to be valued at $2,000 per acre based on a 10% market value retention of surrounding tracts of land of which are not encumbered by this easement. This unit value shall be attributed to the subject property as a whole in order to determine the pro-rata part required for the proposed acquisition.

## ESTIMATED VALUE OF ACQUISITION

| | | | | | | |
|---|---|---|---|---|---|---|
| **Land:** | 0.10 Acres | @ | $ 2,000 | per acre | $ | 200 |

**Improvements:**

| | | |
|---|---|---|
| No Site Improvements Indicated | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| **Total Improvements** | $ | - |

| | | |
|---|---|---|
| **TOTAL ESTIMATED VALUE** | $ | 200 |
| **Cost To Cure Damages** | $ | - |
| **Estimated Total Compensation** | $ | **200** |

## ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualifications of Appraisers
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information

# Certification of Appraisal

**I certify that, to the best of my knowledge and belief:**

* The statements of fact contained in this report are true and correct.
* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
* I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
* I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
* My engagement in this assignment was not contingent upon developing or reporting predetermined results.
* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
* My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in conjunctions with the standards accepted by the Texas Department of Transportation.
* I have made a personal observation of the property that is the subject of this report. Assisting in the gathering of on-site information during the date of inspection were Luis Carlos Garza, Appraiser Trainee, and Thomas M. Davis, State Certified General Real Estate Apraiser. Their specific use during this project was limited to the measuring of improvements located within taking and those items which may be damaged by the part to be acquired, aiding in the photography of the subject property and partial analysis. The full analysis and data gathering of sales information and other information concerning the subject property was performed by Leonel Garza III, General Certified Appraiser. Comparable data information was further confirmed by Thomas M. Davis including partial cost approach analysis and data gathering for the cost scheduled utilized throughout the project.
* I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
* I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative and for the purpose of right-of-way acquisition only and does not meet the standards required by certain financial institutions for the purpose of acquiring a loan.
* The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the client to begin negotiations of said property for acquisition.

**Leonel Garza III**
**General Certified Real Estate Appraiser**
**License No. TX - 1328375-General**

**Thomas M. Davis**
**General Certified Real Estate Appraiser**
**License No. TX - 1336454 - General**

**Luis Carlos Garza**
**Appraiser Trainee**
**License No. TX - 1335013 - Trainee**

# ASSUMPTIONS AND LIMITING CONDITIONS

## *This report has been prepared with the following general assumption:*

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering, title reports and surveys provided are assumed to be correct. The survey and field notes and other illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses; certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the survey provided.
10. Unless otherwise stated in this report, this appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

***This appraisal report has been made with the following general limiting conditions:***

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication with out the written permission of Leonel Garza Jr. & Associates LLC.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser and or the client of this report.
5. If the property rights appraised are the "Leased Fee Estate", then the final indicated market value estimate is based on the continued performance under the lease terms.
6. All original appraisal reports have been signed in blue. Any other copy, which is not signed in blue, may have been altered, and this appraiser is not responsible for its contents or values indicated.

***Assumptions and Interpretations Made of the Marketing Period***

1. Marketing Time Period: Begins with the date of value estimate and with the indicated exposure time.
2. Exposure to the open market: listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the market. This appraiser does not consider a sign placed by a property owner on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.
3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

# QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

## Education

*Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)*
*Graduate, 1991 McAllen Memorial High School, McAllen, Texas*

## Licenses

**State Certified General Real Estate Appraiser**
*Number TX - 1328375-General*
*Licensed Since December 31, 1998*
*Expires: December 31, 2008 (Active)*

**State Certified Property Tax Consultant**
*Number TX – 00003181*
*Licensed Since May 20, 2002*
*June 16, 2007 through June 16, 2008 (Active)*

## Public Service Organizations

**Member of the Appraisal Institute (Not MAI Designated)**
Currently taking courses toward the designation of MAI through the Appraisal Institute.

**National Association of Master Appraisers**
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

**Chairman of the City of McAllen Zoning Board of Adjustments and Appeals**
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

**Chairman of the Hidalgo County Subdivision Advisory Board**
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

**Chairman of the Hidalgo County Building Line of Adjustments**
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

**Member of The McAllen Palm City Lions Club**
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

**Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council**
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

**Former Vice Chairman of the City of McAllen Ambulance Advisory Committee**
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

**Former Member of the City of McAllen Building Board of Adjustments and Appeals**
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

**Former Member of the Pharr Municipal Park Charter Committee**
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

**Work Experience**

- *Employee of Leonel Garza Jr. & Associates since 1990*
- *State Certified General Real Estate Appraiser since December 31, 1998*
- *Owner of G-3 Construction which primary focus is custom commercial and multifamily residential construction.*
- *Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.*
- *Licensed Property Tax Consultant Since 2000.*
- *Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.*

**Clients For Which Appraisals Have Been Prepared By This Appraiser**

Banks
Attorneys
Retailers
Doctors
Oil Companies
Farmers
Mortgage Companies
Hotel Franchises
US Department of Interior

Bankruptcy Courts
Homeowners
Rancher
National Franchises
Estate Planners
Texas Department of Transportation

Cities of:
Alamo
Alton
Edinburg
Hidalgo
Mercedes
Mission
McAllen
Pharr
San Juan
Progresso

Cameron County
Hidalgo County
Starr County

**Type of Appraisals Which Have Been Prepared By This Office**

Caliche Pits / Land Fills
Commercial Lots
Convenience Stores
Farms & Ranches
Industrial (McAllen Foreign Trade Zone)
Industrial Subdivisions
Medical Offices
Retail Commercial Strips
Warehouses

Apartment Complexes
Automobile Agencies
Mini-Storage Units
Mobile Home Park Subdivision
Motels / Hotels
Ranches
Residential Subdivisions
Restaurants
Right of Way Acquisitions
Truck Stops

Agricultural Land
Bar / Lounges
Grocery Stores
Multi-Tenant Retail
Multi-Tenant Offices
Residential
Vacant Residential Lots
Veterinary Clinics

**Areas Where Appraised Properties Have Been Performed By This Office**

Alamo
Beeville
Elsa
Mission
New Braunfels
Progresso
Rio Grande City
Roma

Edcouch
Hargill
Harlingen
Hidalgo
Los Ebanos
Port Isabel
South Padre Island
Zapata

Alice
Georgewest
Kingsville
McAllen
Palmview
San Antonio
Sullivan City
McCook

Austin
Donna
Edinburg
La Feria
La Joya
Mercedes
San Juan
Weslaco




# TEXAS APPRAISER LICENSING AND CERTIFICATION BOARD

*BE IT KNOWN THAT*

## LEONEL GARZA III

*HAVING PROVIDED SATISFACTORY EVIDENCE OF THE QUALIFICATIONS REQUIRED BY THE TEXAS APPRAISER LICENSING AND CERTIFICATION ACT, TEXAS OCCUPATIONS CODE, CHAPTER 1103, IS AUTHORIZED TO USE THE TITLE*

## STATE CERTIFIED
## GENERAL REAL ESTATE APPRAISER

**Number: TX-1328375-G**

**Date of Issue: December 21, 2006**

**Date of Expiration: December 31, 2008**



*In Witness Thereof*

Shirley J. Ward, Chair

Wayne Thorburn, Commissioner

| | | |
|---|---|---|
| Shirley J. Ward, Chair | Larry D. Kokel, Vice-Chair | Malcolm J. Deason, Secretary |
| Elroy Carson | William A. Faulk, Jr. | Paul E. Moore |
| James B. Ratliff | Clinton P. Sayers | Dona S. Scurry |

# QUALIFICATIONS OF APPRAISER - THOMAS M. DAVIS

**Education**

- Bachelor of Business Administration, Finance Major with Real Estate Option.
- Graduated December 2002, Angelo State University, San Angelo, TX

- Core Real Estate Courses
  - 3371 Principles of Real Estate Practice
  - 3372 Real Estate Law
  - 3373 Residential Real Estate Appraisal
  - 3374 Commercial Real Estate Appraisal
  - 4371 Real Estate Finance
  - 4372 Real Estate Investment Feasibility Analysis

**Licenses Held**

- State Certified General Real Estate Appraiser
  Number TX – 1336454-General
  Licensed since December 2, 2002
  Expires: October 31, 2008 (Active)

**Public Service Organization**

- Delta Sigma Pi – Professional Business Fraternity

**Work Experience**

- Employee of Leonel Garza Jr. and Associates since 2003

# TEXAS APPRAISER LICENSING AND CERTIFICATION BOARD

*BE IT KNOWN THAT*

## THOMAS MICHAEL DAVIS

*HAVING PROVIDED SATISFACTORY EVIDENCE OF THE QUALIFICATIONS REQUIRED BY THE TEXAS APPRAISER LICENSING AND CERTIFICATION ACT, TEXAS OCCUPATIONS CODE, CHAPTER 1103, IS AUTHORIZED TO USE THE TITLE*

## STATE CERTIFIED GENERAL REAL ESTATE APPRAISER

**Number: TX-1336454-G**

**Date of Issue: October 16, 2006**

**Date of Expiration: October 31, 2008**

*In Witness Thereof*

Shirley J. Ward, Chair

Wayne Thorburn, Commissioner

| | | |
|---|---|---|
| Shirley J. Ward, Chair | Larry D. Kokel, Vice-Chair | Malcolm J. Deason, Secretary |
| Elroy Carson | William A. Faulk, Jr. | Paul E. Moore |
| James B. Ratliff | Clinton P. Sayers | Dona S. Scurry |

# QUALIFICATIONS OF APPRAISER - LUIS CARLOS GARZA

**Education**

- Graduate 2002 University of Texas Pan American, Edinburg, Texas
  Bachelor of Business Administration
- Graduate 1995 McAllen High School, McAllen, Texas

**Licenses Held**

- State Licensed Appraiser Trainee
  Number TX – 1335013-Trainee
  Licensed since June30, 2005
  Expires: June 30, 2008 (Active)

**Public Service Organization**

- McAllen Palm City Lions Club

**Work Experience**

- Employee of Leonel Garza Jr. and Associates since 2004

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, Texas 78711-2188
(512) 465-3950

APPRAISER TRAINEE

The Texas Appraiser Licensing and Certification Board authorizes the named person to act as an Appraiser Trainee under the sponsorship of the state certified appraiser noted at the right, pursuant to the Texas Appraiser Licensing and Certification Act (Article 6573a.2, Vernon's Texas Civil Statutes) and the Rules of the Texas Appraiser Licensing and Certification Board (22 TAC Chapters 151, 153 and 155).

An Appraiser Trainee authorized by the board may perform appraisals only under the direction and direct supervision of the Appraiser Trainee's sponsoring certified appraiser(s), who shall sign the reports and be responsible to the public and to the board for the conduct of the Appraiser Trainee.

An Appraiser Trainee may be sponsored by one or more state certified appraisers.

APPRAISER TRAINEE

LUIS CARLOS GARZA

| Authorization # | I.D. Number |
|---|---|
| 1335013-TRAINEE | 881230196 |

| Issue Date | Expiration Date |
|---|---|
| June 20, 2007 | June 30, 2008 |

SPONSOR
LEONEL GARZA III

| Certification # | I.D. Number |
|---|---|
| 1328375 | 881012736 |

LUIS CARLOS GARZA
1419 DOVE AVENUE STE 1
MC ALLEN TX 78504

## CERTIFIED LETTER OF INSPECTION TO PROPERTY OWNER


Leonel Garza Jr. & Associates LLC

*State Certified General Real Estate Appraiser*
*Real Estate Property Tax Consultant*

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email Address: leonel3@aol.com


February 15, 2006

Parcels 15 Part 1 & 2, 19, 23, 24, 25 & 26
International Boundary Commission
325 Golf Course Road
Mercedes, Texas 78570

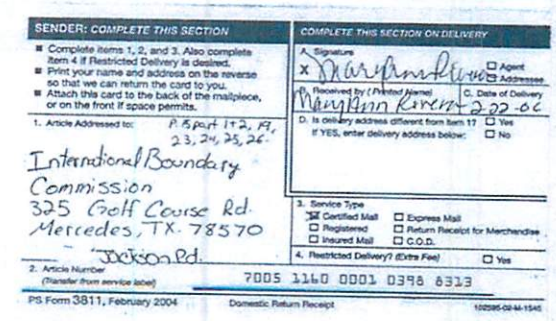
To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Right-of-Way Department to appraise various properties along Jackson Road for the purpose of acquiring additional right-of-way. The purpose of such "right-of-way" is for the expansion and renovation of Jackson Road. The project limits for the expansion is from Dicker Road to just south of Orangewood Road. The County of Hidalgo is interested in acquiring a small portion of the frontage of your property for this expansion. Marked on the attached exhibit is the portion of land, which is to be appraised and purchased by the Hidalgo County Right-of-Way Department. This is the beginning process for future negotiations to acquire the land. Our office will inspect the subject property from the existing right-of-way on the week of February 15, 2006 thru February 28, 2006. If you or your representative, wish to meet with us for to discuss the purpose of the appraisal, and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or Joe Pena, Hidalgo County Right-of-Way Agent, at (956) 283-8134.

With this letter I request permission to perform an off-site and on-site inspection and to photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 prior to the proposed inspection date. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX – 1328375-General

Cc: Hidalgo County Right-of-Way Department
Joe Pena – Right-of-Way Agent
902 N. Doolittle Road, Edinburg Texas 78539
(956) 283-8134



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: P.S. Part 1+2, 19, 23, 24, 25, 26. International Boundary Commission 325 Golf Course Rd. Mercedes, TX. 78570 Jackson Rd.

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): MaryAnn Rivera C. Date of Delivery: 2-22-06

D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No

3. Service Type: ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7005 1140 0001 0398 8313

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

*Leonel Garza Jr. & Associates LLC*

**Note: The above certified letter was sent to the International Boundary Commission as per Field Notes. As of October 20, 2006 the parcel has been modified to reflect the subject property owner to be Norma Garza. A new certified letter was sent to the above address on January 12, 2007.**

## CERTIFIED LETTER TRACKING INFORMATION



UNITED STATES POSTAL SERVICE®



# Track & Confirm

## Search Results

Label/Receipt Number: **7005 1160 0001 0398 8313**
Status: **Delivered**

Your item was delivered at 2:40 pm on February 22, 2006 in MERCEDES, TX 78570.

Track & Confirm

Enter Label/Receipt Number.

Go >

Notification Options

**Track & Confirm by email**

Get current event information or updates for your item sent to you or others by email. Go >



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## FM 2061 P15A RCSJ 1939-02-021

From: Ramon Jimenez Jr

To: Jaime Cruz (jaime.cruz@co.hidalgo.tx.us) Jaime Salinas (jaime.salinas@co.hidalgo.tx.us)

Cc: Jesus Esquierdo

External images are not displayed. Display Images - Always display images sent from txdot.gov or Ramon.Jimenez@txdot.gov

Jaime,

As discussed earlier this week an adjustment of $800.00 has been allowed to the approved value of $200.00 bringi

Should the property owner decline the revised offer of $1,000.00 the offer amount will revert back to $200.00 and

Drive Smart in Winter Weather

**AI -48784** **Precinct #3** **20. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

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

**Department:** COMM. PCT. #3

## Information

**CAPTION**

1. Discussion and approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Palmview, Texas concerning certain improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road.

2. In accordance with section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement project regarding certain road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1345-431-00-123-107-0-721

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

**BUDGETARY IMPACT:**

Funds available as of 3-13-15; County's contribution for Phase I is $461,570 and City's contribution is $46,1570; total Phase I estimated cost is $923,140.00

## Attachments

ICA - City of Palmview

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/09/2015 08:34 AM |
| Glinda Pacheco | Veronica Ortiz | 03/11/2015 10:20 AM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 02:28 PM |
| Ivan Cantu | Ivan Cantu | 03/13/2015 02:44 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Norma Ceballos | | Started On: 03/06/2015 03:45 PM |
| Final Approval Date: 03/13/2015 | | |

**STATE OF TEXAS §**
**COUNTY OF HIDALGO §**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PALMVIEW, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO VETERANS BOULEVARD (SH 495) FROM ABRAM ROAD EAST TO LA HOMA ROAD**

THIS agreement is made on this the _____ day of _____, 2015 by and between the CITY OF PALMVIEW,TEXAS, hereinafter referred to as the "City" and the COUNTY OF HIDALGO, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS,** the City is a home rule municipality located in Hidalgo County, Texas;

**WHEREAS,** the County is a county in the State of Texas;

**WHEREAS,** the City and County desire to cooperate in making needed transportation improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road as outlined in Exhibit A; and

**WHEREAS,** the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of adding capacity for increased safety; and

**WHEREAS,** the County will be the fiduciary agent for this project and assume the role of project development lead;

**WHEREAS,** the County desires to proceed with the Engineering, Public Involvement, Environmental, Schematics, of the Road (the Phase I");

**WHEREAS,** at this time the County desires to complete Phase I of the project development, which includes the Engineering, Public Involvement, Environmental, Schematics services for this project;

**WHEREAS,** the City and County will cooperatively seek to fund the construction and ROW costs of this project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

**WHEREAS,** the total Phase I project development cost is estimated to be $923,140.00 of which the County will contribute an estimated amount of $461,570.00;

**WHEREAS,** the City desires to cooperate by contributing a total sum not to exceed the amount of $461,570.00 to the County toward the project development activities;

**WHEREAS,** the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

**WHEREAS,** the City agrees to support the proposition that the County assumes the role of project sponsor to develop the Phase I of the project development, which includes the Engineering, Public Involvement, Environmental, Schematics services of the Road project within the City limits.

**NOW, THEREFORE,** County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.

2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The City shall pay County as its contribution for Phase I of the Project the sum of $461,570.00 at time of execution of this Agreement.

4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. Conflict of 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 their 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

8. 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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein.

This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice: Except as maybe otherwise specifically provided in this Agreement, 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:

| | |
|---|---|
| If to City: | City of Palmview<br>Attention: Gerardo Perez, Mayor<br>400 W. Veterans Blvd.<br>Mission, Texas 78572 |
| If to County: | Hidalgo County, Texas<br>Attention: Ramon Garcia, Hidalgo County Judge<br>302 W. University Drive<br>Edinburg, Texas 78539 |
| With copy to: | Joe Flores, Commissioner, Precinct No. 3<br>724 N. Breyfogle<br>Mission, Texas 78572 |

11. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

12. 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.

13. 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.

14. Assignment: This Agreement shall not be assignable.

15. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

16. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

17. Authority to Execute. The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.

18. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF PALMVIEW

By: _____
Gerardo Perez, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**APPROVAL OF**
**INTERLOCAL COOPERATION AGREEMENT**
**PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road, a section which is within the City limits of City through an Interlocal Cooperation Agreement to be entered into with the City of Palmview, Texas, and Hidalgo County.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

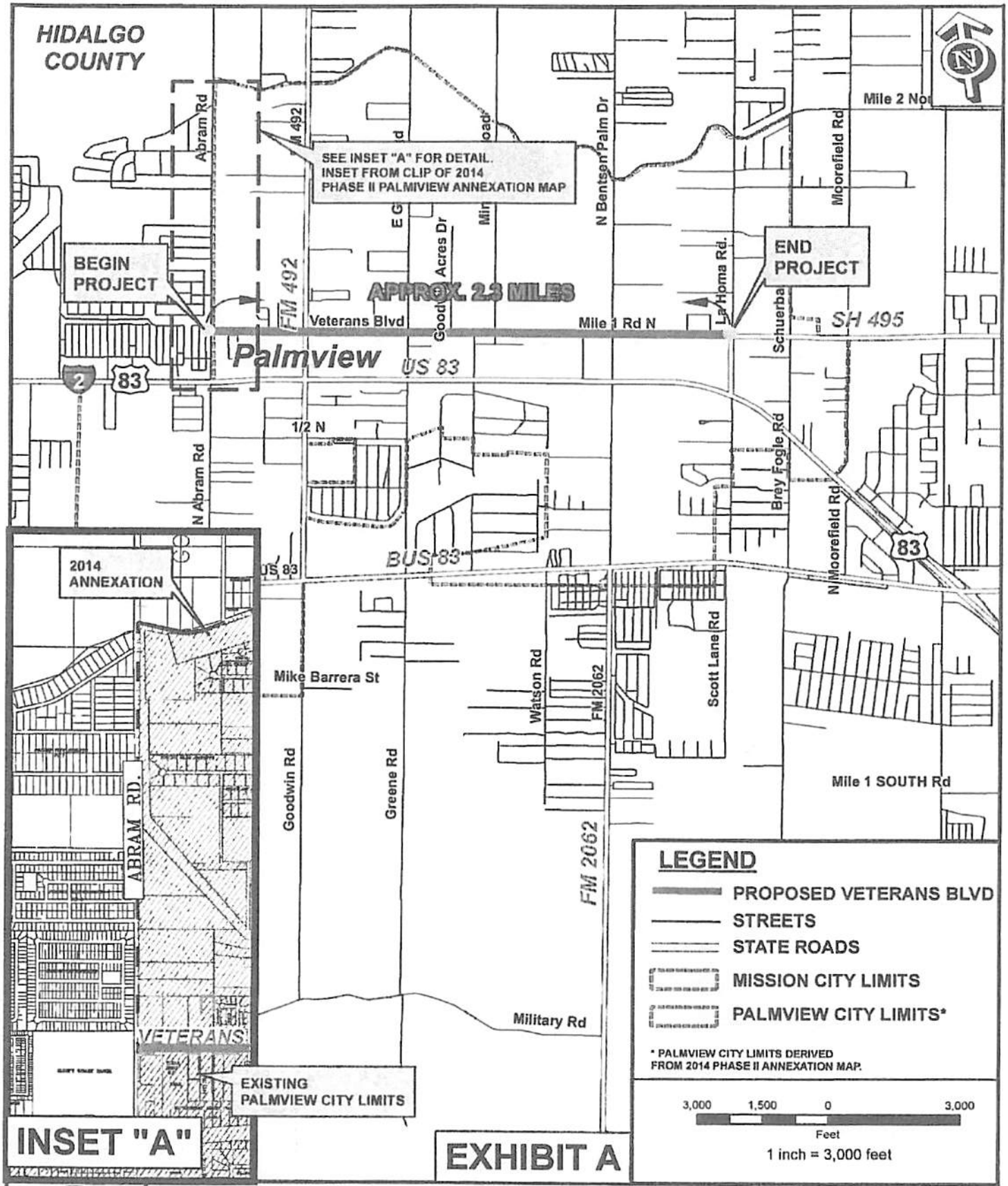
**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain




# VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

THE COUNTY OF HIDALGO TEXAS

CITY OF PALMVIEW TEXAS

Document Path: G:\GIS\PROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\2015\VETERANS ROAD LOCATION MAP.mxd

# EXHIBIT "B"
## VETERANS BOULEVARD PROJECT (SH 495 EXTENSION)
## ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

| | |
|---|---|
| ROADWAY PROJECT: | VETERANS BOULEVARD (SH 495 Extension) |
| LIMITS: | from Abram Road to La Homa Road |
| EXISTING ROADWAY SECTION: | 40-ft Rural |
| EXISTING ROW WIDTH: | 70' to 85' Varies |
| PROPOSED ROADWAY SECTION: | 4-lane divided urban w/o Shoulders |
| PROPOSED ROW WIDTH: | 80-FT |
| ESTIMATED CONSTRUCTION COST ...(ROADWAY ONLY) | $10,350,000.00 |
| LENGTH FOR 4-LANE ROADWAY ...(SECTION II) | 2.3 Miles |

| *ESTIMATED PROJECT COSTS* | *ESTIMATED % LOCAL COST* | *TOTAL ESTIMATED PROJECT COST* | *ESTIMATED LOCAL COST* |
|---|---|---|---|
| **PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN** | | | |
| Environmental Document with TxDOT (18 months) | 100% | $ 149,850.00 | $ 149,850.00 |
| Public Involvement for the project with stakeholders and 1 Public Meeting (3 Months) | 100% | $ 41,625.00 | $ 41,625.00 |
| Archeological and Historical Research | 100% | $ 65,000.00 | $ 65,000.00 |
| Engineering Technical Support at Public Mtgs with Layouts etc | 100% | $ 31,500.00 | $ 31,500.00 |
| Schematic for Roadway | 100% | $ 149,040.00 | $ 149,040.00 |
| Hydrological Map for Outfall Drain Ditch | 100% | $ 66,000.00 | $ 66,000.00 |
| Schematics for Outfall Ditches | 100% | $ 99,000.00 | $ 99,000.00 |
| Schematic Design fo r Siphon with Steel Pipe Bypass for Irrig Dist. | 100% | $ 33,000.00 | $ 33,000.00 |
| Estimated Environmental Document Review Charges by TxDOT | 100% | $ 80,000.00 | $ 80,000.00 |
| Office Surveys for Schematic (Prel. Ownership Identification and Property Rights) | 100% | $ 42,000.00 | $ 42,000.00 |
| Preliminary Compensable Utilities Identification on Schematic | 100% | $ 54,000.00 | $ 54,000.00 |
| Update Schematic based on comments as provide by TxDOT/FHWA | 100% | $ 48,000.00 | $ 48,000.00 |
| Engineering Technical Support at Public Hearing with Layouts etc | 100% | $ 22,500.00 | $ 22,500.00 |
| Public Involvement for 1 Public Hearing | 100% | $ 41,625.00 | $ 41,625.00 |
| **SUB-TOTAL** | | **$ 923,140.00** | **$ 923,140.00** |

### PHASE II & III FOR INFORMATION PURPOSES ONLY

| | | | |
|---|---|---|---|
| PHASE II - PS&E and CONSTRUCTION OVERSIGHT | | | |
| [illegible] | [illegible] | $ [illegible] | $ [illegible] |
| PS&E Oversight - Roadway, Bridge, Signal, Lighting | [illegible] | $ [illegible] | $ [illegible] |
| Engineering Professional Services - Review & Approval by TxDOT | [illegible] | $ [illegible] | $ [illegible] |
| Permitted Utilities Coordination and Review | [illegible] | $ [illegible] | $ [illegible] |
| ROADWAY CONSTRUCTION OVERSIGHT (LOCAL/STATE/FED) | [illegible] | $ [illegible] | $ |
| [illegible] | [illegible] | $ [illegible] | $ |
| ESC Inspection, Construction Management, Materials Testing | [illegible] | $ [illegible] | $ [illegible] |
| SUB-TOTAL | | $ 12,679,200.00 | $ 1,130,700.00 |
| PHASE III - ROW ACQUISITION | | | |
| Complete ROW Acq. Estimated 85 Parcels | [illegible] | $ [illegible] | $ [illegible] |
| Right-of-Way Costs - Appr. Services (Avg. 85 Parcels @ $12,500 Parcel Avg.) | [illegible] | $ [illegible] | $ [illegible] |
| Right-of-Way Costs - Engineering Phase Services (Adjustment 25%) | [illegible] | $ [illegible] | $ [illegible] |
| Estimated Compensable Improvements (Houses, Buildings, Barns, Fences, Landscaping, Signs, etc.) | [illegible] | $ [illegible] | $ [illegible] |
| Estimated Relocation Payments (Avg. $25,000 Per Parcel) | [illegible] | $ [illegible] | $ [illegible] |
| COMPENSABLE [illegible] Water, Sewer, Telephone, Electric, Gas, etc.) | [illegible] | $ [illegible] | $ [illegible] |
| SUB-TOTAL | | $ 2,629,680.00 | $ 1,590,072.00 |
| ESTIMATED TOTAL | | $ 16,231,980.00 | $ 3,703,912.00 |

**TOTAL ESTIMATED PROJECT COST: $ 16,231,900.00**

**AI -48889** **Precinct #4** **21. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Julia Sullivan, COUNTY JUDGE

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

**Department:** COUNTY JUDGE

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**Information**

**CAPTION**

Resolution in honor of Janice Montemayor for being selected as the 2015 Youth of the Year from the Boys & Girls Clubs of Edinburg and the Boys & Girls Clubs of South Texas

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

Resolution

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/12/2015 11:45 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Monica Badillo Started On: 03/12/2015 11:24 AM

Final Approval Date: 03/13/2015

**RESOLUTION IN HONOR OF JANICE MONTEMAYOR**
**2015 BOYS & GIRLS CLUBS OF EDINBURG AND SOUTH TEXAS YOUTH OF THE YEAR**

**WHEREAS**, Janice Montemayor, a persevering individual, is an 18-year-old senior at Robert Vela High School in Edinburg. She recently was selected as Youth of the Year for the Boys & Girls Clubs of Edinburg Rio Grande Valley – representing eight clubs – and went on to win the South Texas Youth of the Year 2015, and,

**WHEREAS**, for the South Texas Youth of the Year title, Ms. Montemayor competed with Youth of the Year winners from Corpus Christi, Kingsville, Bandera, Harlingen, Pharr, and McAllen. Among the qualities that helped her capture this coveted title include: leadership skills, academic achievement, personal goals, outstanding service to the Boys & Girls Clubs, and dedicated community service to the people of Edinburg; and

**WHEREAS**, with dedication and commitment to improve herself and her community, Ms. Montemayor has devoted her time and energy in the last six years to club activities; throughout her journey as a Boys & Girls Club member she has had a positive influence on her peers; and

**WHEREAS**, Ms. Montemayor has overcome obstacles to achieve her goals. She uses skills learned through employment and experience at the Boys & Girls Club to help her achieve her goals and to assist other club members in their own struggles. She is pursuing a degree in early childhood education and plans to become a voice to those who need guidance; and

**WHEREAS**, in the course of her commitment to the Boys & Girls Club, Ms. Montemayor has proven herself to be an essential and valuable member of the community; perseverance has been a powerful characteristic that represents her core values; and

**WHEREAS**, the Boys and Girls Clubs of Edinburg leadership can attest to her dedication, hard work, perseverance and enthusiasm. With the help of the club and her complete dedication Ms. Montemayor has established high expectations for other members to follow.

**NOW, THEREFORE, BE IT RESOLVED** that the Hidalgo County Commissioners Court hereby supports the resolution in honor of Janice Montemayor as the Boys & Girls Clubs of Edinburg Rio Grande Valley and South Texas 2015 Youth of the Year.

Dated this 17th day of March 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

**AI -48827** **Precinct #4** **21. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Joseph Palacios, COMM. PCT. #4

**Submitted By:** Veronica Lopez, COMM. PCT. #4

**Department:** COMM. PCT. #4

---

**Information**

**CAPTION**

Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $52.31 for the air emissions fees.

**BACKGROUND**

See AI-48224
CC 02/04/15

---

**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1200-431-00-124-007-0-890

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

**BUDGETARY IMPACT:**

Funding pending approval of AI- 48804 CC 03/17/15

Requisition# 273218

---

**Attachments**

TCEQ Invoice

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/11/2015 01:51 PM |
| Manuel Chapa | Manuel Chapa | 03/12/2015 04:42 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Veronica Lopez | | Started On: 03/10/2015 10:26 AM |
| Final Approval Date: 03/13/2015 | | |

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

# INVOICE

COMPANY: HIDALGO COUNTY PCT 4
ACCOUNT: 21009772

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS - 

| ACCOUNT NO. | INCLUDES PAYMENTS THROUGH: | COLL COST RECOVERY | LATE FEES | BALANCE DUE |
|---|---|---|---|---|
| 21009772 | MAR03,15 | 0.00 | 4.82 | 52.31 |

| NVOICE DATE | INVOICE NO. | DESCRIPTION | AMOUNT | BALANCE |
|---|---|---|---|---|
| JAN31,15 | AEF0019753 | AIR ACCOUNT 960496H FY14<br>AIR EMISSIONS FEE | 47.49 | 47.49 |
| FEB10,15 | SC00142782 | AIR ACCOUNT<br>LATE FEE - FEB 2015 | 4.82 | 52.31 |

Hidalgo County Pct#4
MAR 10 2015
VLD
Edinburg,Texas 78542

Please return coupon with payment. For questions concerning charges or site location, please call 512-239-1459.

52.31

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

CEQ ViPP Form AR41A 02-17-2011

MAR03,15

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

| ACCOUNT NO. | BALANCE DUE |
|---|---|
| 21009772 | 52.31 |

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

**INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES**

HIDALGO COUNTY PCT 4
EDUARDO CRUZ
2818 S BUSINESS HIGHWAY 281

EDINBURG TX 78539

0021009772 5093406 00000052310331151

## PAYMENT INFORMATION

**INVOICES NOT PAID BY DUE DATE WILL ACCRUE PENALTIES**

**DETACH PAYMENT COUPON FROM BOTTOM OF FORM AND RETURN WITH PAYMENT IN THE ENVELOPE ENCLOSED.**

Your check, certified check or money order should be made payable to the **Texas Commission on Environmental Quality.** Please include your account number on your check to ensure that payment is properly credited. You may also pay this account in full by credit card or electronic check using the following internet address: ***www.tceq.texas.gov/epay/***

If you think your billing is wrong, or if you need more information about a transaction, please address your questions to:

**Texas Commission on Environmental Quality**
**Financial Administration Division, MC-214**
**P.O. Box 13088**
**Austin, Texas 78711-3088**

In your correspondence, please give us the following information:

1. Your name and account number
2. The dollar amount of the suspected error
3. The date and reference number of the transaction(s) in question
4. Description of the suspected error

**The payment due date is 30 days from the invoice date. Penalty and interest charges assessed will be adjusted for fees not due. Failure to pay by the due date may result in return or denial of applications for licenses, permits, registrations, and certifications.**

***** For technical questions, please call the telephone number on the front of bill. For accounting questions, please call: *****

| | | |
|---|---|---|
| Petroleum Storage Tank Fees | (UST & AST) | 512/239-0366 |
| Waste Fees | (VCP, ILP, RLA, FTA) | 512/239-0354 |
| | (HWG, NWG, HWF, NWF) | 512/239-0365 |
| | (SWD, WMS) | 512/239-0366 |
| | (WMB, BLP, SDP, WUF, WTR) | 512/239-0366 |
| | (TOX) | 512/239-0366 |
| Water Fees | (GPS, GPW, PHS ) | 512/239-0355 |
| | (CRW, RGR, STX) | 512/239-0354 |
| | (CWQ, WQA, WWI, WWIR, EAP) | 512/239-0355 |
| Air Fees | (AEF, EIF) | 512/239-0366 |
| Admin Penalties | (CAV, DCP, WDV, WQV, QWV) | 512/239-0365 |
| Dry Cleaning Fees | (DCR) | 512/239-0365 |

TCEQ VIPP FORM AR41A1 02-17-2011

## EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year **(FY)** and the quarter of the year **(QTR)** to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2015 of 4.25% per annum will be assessed. Delinquent administrative penalties are assessed interest charges at a rate of 6% per annum beginning 30 days after the due date.

**In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.**

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

**IMPORTANT: TO CHANGE A BILLING ADDRESS FOR A GPS OR GPW FEE (SEE INVOICE DESCRIPTION ON FRONT SIDE), CALL 512/239-4671 FOR GPW & CALL 512/239-3700 OR EMAIL SWPERMIT@TCEQ.TEXAS.GOV FOR GPS**

**PLEASE INDICATE BILLING ADDRESS CHANGE BELOW**

Address: _____

City: _____

State & Zip Code: _____

Phone: ( ) FAX: ( )

( Note: TO CHANGE ACCOUNT NAME, )
( A CORE DATA FORM MUST BE SUBMITTED.)

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**
**PO BOX 13089**
**AUSTIN TX 78711-3089**

**AI -48748** **HIDTA - Task Force** **22. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

## Information

**CAPTION**

Authorization, approval and execution of Service Agreement for continual internet and domain name (network and email) service between the Hidalgo County HIDTA Task Force with Time Warner Cable (Req#272994)

**BACKGROUND**

This agreement will allow HIDTA to stay with the same monthly price/cost. If this agreement is not renewed the pricing will increase from the current amount of $194.90 to $249.95 for Broadband HSD-10M2M. This will also renew the hidtataskforce.us domain name for network and email. The current agreement ends December 2015.

Monthly payments will continue as is. No payment needed for agreement renewal.

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1252-412-00-270-012-0-534

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

**BUDGETARY IMPACT:**

Req #272994 for Time Warner Cable; funds available as of 3-13-15

## Attachments

Service Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/13/2015 09:05 AM |
| Ivan Cantu | Ivan Cantu | 03/13/2015 02:34 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Nelda Olivarez | | Started On: 03/05/2015 09:40 AM |
| Final Approval Date: 03/13/2015 | | |

# Service Agreement

TIME WARNER CABLE Business Class

This Time Warner Cable Business Class Service Agreement (**"Service Agreement"**) in addition to the Time Warner Cable Business Class Terms and Conditions (**"Terms and Conditions"**) and any Time Warner Cable Business Class Service Orders (each, a **"Service Order"**), constitute the **Master Agreement** by and between customer identified below (**"Customer"**) and Time Warner Cable (**"TWC"** or **"Operator"**) and is effective as of the date last signed below.

## Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 1900 Blue Crest Lane
City: San Antonio
State: TX
Zip Code: 78247

Contact: Patricia Martinez
Telephone: (210) 582-9630 1762717
Facsimile: 210-579-2369

## Customer Information

| | | | | |
|---|---|---|---|---|
| Customer Name (Exact Legal Name): HIDALGO CNTY TASK FORCE | | | Federal ID No: *****0717 | |
| Billing Address: PO BOX 5719 | Suite: | City: mcallen | State: TX | Zip Code: 78502 |
| Billing Contact Name: sonya lopez | Phone: 9563810444 | | E-mail: slopez@hidtataskforce.us | |
| Authorized Contact Name: VANESSA FERNANDEZ | Phone: 9563810444 | | E-mail: vfernandez@stxhidta.net | |

## Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME W ARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

**Electronic Signature Disclosure**

| **Authorized Signature for** Time Warner Cable Enterprises LLC | **Authorized Signature for Customer** |
|---|---|
| By: | By: |
| Name (printed): | Name (printed): Ramon Garcia |
| Title: | Title: County Judge |
| Date: | Date: |

TIME WARNER CABLE
Business Class

**Special Terms**

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

| | |
|---|---|
| **Authorized Signature for Time Warner Cable Enterprises LLC** | **Authorized Signature for Customer** |
| **Printed Name and Title** | Ramon Garcia, County Judge<br>**Printed Name and Title** |
| **Date Signed** | **Date Signed** |

TIME WARNER CABLE
Business Class

Account Executive: Patricia Martinez
Phone: (210) 582-9630 ext:1762717
Cell Phone:
Fax: 210-579-2369
Email: patricia.martinez@twcable.com

**Order #** 5489704

| | | |
|---|---|---|
| **Business Name** | HIDALGO CNTY TASK FORCE | **Customer Type:** Existing Customer |
| **Federal Tax ID** | **Tax Exempt Status** | **Tax Exempt Certificate #** |
| *****0717 | | |
| **Billing Address** | | |
| **Attention To:** | | **Account Number** |
| PO BOX 5719 mcallen TX 78502 | | |
| **Billing Contact** | **Billing Contact Phone** | **Billing Contact Email Address** |
| sonya lopez | 9563810444 | slopez@hidtataskforce.us |
| **Authorized Contact** | **Authorized Contact Phone** | **Authorized Contact Email Address** |
| VANESSA FERNANDEZ | 9563810444 | vfernandez@stxhidta.net |
| **Technical Contact** | **Technical Contact Phone** | **Technical Contact Email Address** |

**New and Revised Services and Monthly Charges At** 3100 S US HIGHWAY 281 , EDINBURG TX 78539

| Description | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|---|---|---|---|---|
| *Nvmail-5A | 1 | $10.00 | $10.00 | 48 Months |
| 1 Static IP | 1 | $10.00 | $10.00 | 48 Months |
| BROADBAND HSD - 10MX2M | 1 | $149.95 | $149.95 | 48 Months |
| DNS PARKING | 1 | $24.95 | $24.95 | 48 Months |
| ***Total** | | | **$194.90** | |

*Prices do not include taxes and fees.

# You must use this as your coversheet



**1.** Sign your document if needed



**2.** Use this coversheet with your document & fax to

**1 210 579 6782**

*Problem faxing to this number? Try* *1 888 634 4320*

| | | | |
|---|---|---|---|
| To: | Patricia Martinez | From: | vfernandez@stxhidta.net |
| Date: | 03/03/2015 08:19AM PST | Re: | HIDALGO CNTY TASK FORCE - RENEW |

DO NOT WRITE IN THIS AREA. FOR ECHOSIGN USE ONLY.

Notice: EchoSigns servers will remove this cover page before final delivery. Messages written on this page will be discarded.




**Secure Routing Code:** 1517576834834

Notice: EchoSign scanned documents are encrypted and unalterable.





**AI -48767** **HIDTA - Task Force** **22. B.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

---

**Information**

**CAPTION**

Requesting authorization to amend the Hidalgo County HIDTA Task Force Citibank Credit Card Account to reflect current HIDTA agents. New agents will abide with the "Hidalgo County HIDTA Task Force Credit Card Use Policy" as approved by Commissioners' Court on 06/21/11. The adjustments are as follows:

| Action | Employee No. | Position Title |
|---|---|---|
| Add | 207900 | Commander |
| Add | 208035 | Assistant Commander |
| Add | 208159 | Criminal Investigator |
| Add | 208485 | Criminal Investigator |
| Delete | 043354 | Commander |
| Delete | 072192 | Assistant Commander |
| Delete | 121193 | Criminal Investigator |
| Delete | 037524 | Criminal Investigator |

The amendment is consistent with the strategies and policies of Hidalgo County, the Office of National Drug Control Policy and the Hidalgo County HIDTA Task Force Credit Card Use Policy.

**BACKGROUND**

The revised "Credit Card Use" was approved by Commissioners' Court on 06/21/11, REF AI- 27079.

---

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No budgetary impact.

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/06/2015 02:00 PM |
| Obdett Calzada | Obdett Calzada | 03/12/2015 03:23 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Nelda Olivarez | | Started On: 03/05/2015 04:18 PM |
| Final Approval Date: 03/13/2015 | | |

**AI -48740** **HIDTA - Task Force** **22. C.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

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**Information**

**CAPTION**

HIDTA Task Force (1291)
1. Authorization and approval to accept award no. G15SS0002A, Supplement Number 1 Cooperative Agreement between the Hidalgo County and the Executive Office of the President, Office of National Drug Control Policy in the amount of $550,621.00 for grant period from 01/01/15 to 12/31/16.
2. Approval of certification of revenues as certified by the County Auditor's office.
3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force in the amount of $550,621.00
4. Approval of salary redistribution of funds as per Exhibit A, effective April 6, 2015.
5. Approval to revise the salary schedule in accordance with Commissioners Court action.

**BACKGROUND**

Consistent with P.L. 11-235/H.R.83, Consolidated and Further Continuing Appropriations Act, 2015, this Grant Award document provides additional funding in the amount of $550,621.00. This amount, together with amount equivalent of 19.7% or $135,084.00 of the fiscal year previously made available represent the total FY 2015 budget and spending ceiling for this grant award total of $685,705.00

Recap
AI#47979 $135,084.00
AI#48740 $550,621.00
Total Grant $685,705.00

---

**Fiscal Impact**

**FISCAL YEAR:** SEE BELOW **ACCT. #:** SEE BELOW

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

**BUDGETARY IMPACT:**

Account Fiscal Year:5
Account Calendar Year:5
Grant Fiscal Year:2015

Grant Period: 01/01/2015 to 12/31/2016

No Cash Match-100% Federal Grant Funds

See attached appropriation.

5-1291-412-00-270-003-5-XXX HIDTA Task Force (Expenditure Account)
5-1291-331-10-270-003-5-000 HIDTA Task Force FY15 Revenues

---

**Attachments**

Grant Supplement#1
appropriation
exhibit A

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/05/2015 11:17 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Nelda Olivarez | | Started On: 03/04/2015 02:19 PM |
| Final Approval Date: 03/13/2015 | | |

| **Executive Office of the President**<br>**Office of National Drug Control Policy** | AWARD<br>Grant | Page 1 of 1 |
|---|---|---|
| 1. Recipient Name and Address<br>Mr. Ramon Garcia<br>Hidalgo County Auditor's Office<br>3100 S. Closner, Foxtrot Building<br>Edingburg, TX 78539 | 4. Award Number: G15SS0002A<br>5. Grant Period: From 01/01/2015 to 12/31/2016 | |
| 1A. Subrecipient IRS/Vendor No.<br>Subrecipient Name and Address | 6. Date: 2/9/2015<br>8. Supplement Number 1 | 7. Action<br>Initial<br>[X] Supplemental |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | $135,084.00 |
| 3. Project Title | 10. Amount of This Award: | $550,621.00 |
| | 11. Total Award: | $685,705.00 |

12.
- The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.
- Consistent with P.L. 113-235 / H.R. 83, Consolidated and Further Continuing Appropriations Act, 2015, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 19.7% of the fiscal year 2014 funding level previously made available, as indicated in Block 9, represent the total FY 2015 budget and spending ceiling for this grant, as indicated in Block 11.

13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83

| **AGENCY APPROVAL** | **RECIPIENT ACCEPTANCE** |
|---|---|
| 14. Typed Name and Title of Approving Official<br>Michael K. Gottlieb<br>National HIDTA Director | 15. Typed Name and Title of Authorized Official<br>Ramon Garcia<br>Hidalgo County Auditor's Office |
| 16. Signature of Approving ONDCP Official<br>Michael K. Gottlieb | 17. Signature of Authorized Recipient/Date |

| **AGENCY USE ONLY** | |
|---|---|
| 18. Accounting Classification Code<br>DUNS: 103110834<br>EIN: 1746000717A4 | 19. HIDTA AWARD<br>OND1070DB1516XX OND6113<br>OND2000000000 OC 410001 |

# Initiative Cash by HIDTA

**FY 2015**

**Current Budget (net of reprogrammed funds)**

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---|---|---|---|---|
| **SWB - South Texas** | **Hidalgo County Auditor's Office** | Hidalgo County DA HIDTA Task Force | 685,705.00 | Investigation | G15SS0002A |
| | ***Agency Total : Hidalgo County Auditor's Office*** | | **685,705.00** | | |
| **Total** | | | **685,705.00** | | |

2/4/2015 9:04:09 AM

# Budget Detail

## 2015 - SWB - South Texas

### Initiative - Hidalgo County DA HIDTA Task Force

### Award Recipient - Hidalgo County Auditor's Office (G15SS0002A)

### Resource Recipient - Hidalgo County District Attorney's Office

| ***Current Budget (net of reprogrammed funds)*** | | ***$685,705.00*** |
|---|---|---|
| **Personnel** | **Quantity** | **Amount** |
| Administrative Staff | 1 | $42,000.00 |
| Analyst - Intelligence | 1 | $34,917.00 |
| Financial Staff | 1 | $53,885.00 |
| Investigative - Law Enforcement Officer | 7 | $399,000.00 |
| **Total Personnel** | | **$529,802.00** |
| **Fringe** | **Quantity** | **Amount** |
| Administrative staff | 1 | $12,600.00 |
| Analyst - Intelligence | 1 | $10,475.00 |
| Financial staff | 1 | $13,128.00 |
| Investigative - Law Enforcement Officer | 7 | $119,700.00 |
| **Total Fringe** | | **$155,903.00** |
| **Total Budget** | | **$685,705.00** |

February 9, 2015

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

Grant number G15SS0002A has been increased and now totals $685,705.00.

The original of Modification 1 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: February 03, 2015

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-5-xxx

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) 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 | | INCREASE (DECREASE) |
|---|---|---|---|---|
| 5-1291-412-00-270-003-5- | 113 | Full - time Employees | $ | 425,654.00 |
| 5-1291-412-00-270-003-5- | 211 | Health Insurance | | 42,609.00 |
| 5-1291-412-00-270-003-5- | 212 | Life Insurance | | 262.24 |
| 5-1291-412-00-270-003-5- | 220 | FICA / Social Security Contributions | | 32,563.00 |
| 5-1291-412-00-270-003-5- | 230 | Retirement | | 35,535.01 |
| 5-1291-412-00-270-003-5- | 250 | Unemployment Compensation | | 2,554.28 |
| 5-1291-412-00-270-003-5- | 260 | Workers' Compensation | | 11,443.47 |
| | | **TOTAL APPROPRIATIONS** | **$** | **550,621.00** |

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).
Retirement is budgeted less than the required amount, the balance will be paid from fund 1251

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

Hidalgo County
HIDTA Task Force

Redistribution of Cost Allocations
Exhibit A

| Action | Slot No. | Employee No. | Position Title | Salary | Dept./Fund | Current Allocation Amount Per Fund | Current Cost Allocation Distribution Percentage | Proposed Allocation Amount Per Fund | Proposed Cost Allocation Distribution Percentage |
|---|---|---|---|---|---|---|---|---|---|
| Redistribution of funds | G001<br>G025 | 207900 | Commander | $ 110,000.00 | HIDTA Grant (1291)<br>HIDTA Chapter 59 (1251) | 80,000.00<br>30,000.00 | 72.7273%<br>27.2727% | 93,140.00<br>16,860.00 | 84.6727%<br>15.3273% |
| No Action | G003 | 208485 | Investigator Criminal I | $ 53,000.00 | HIDTA Grant (1291) | 53,000.00 | 100.0000% | 53,000.00 | 100.0000% |
| Redistribution of funds | G004<br>G004 | 208159 | Criminal Investigator II | $ 55,000.00 | HIDTA Grant (1291)<br>HIDTA Chapter 59 (1251) | 50,000.00<br>5,000.00 | 90.9091%<br>9.0909% | 55,000.00<br>0.00 | 100.0000%<br>0.0000% |
| Redistribution of funds | G006<br>G006 | 153818 | Criminal Investigator II | $ 57,000.00 | HIDTA Grant (1291)<br>HIDTA Chapter 59 (1251) | 50,000.00<br>7,000.00 | 87.7193%<br>12.2807% | 57,000.00<br>0.00 | 100.0000%<br>0.0000% |
| No Action | G008 | 208035 | Assistant Commander | $ 66,000.00 | HIDTA Grant (1291) | 66,000.00 | 100.0000% | 66,000.00 | 100.0000% |
| Redistribution of funds | G009<br>G026 | 070491 | Accountant III | $ 55,000.00 | HIDTA Grant (1291)<br>HIDTA Chapter 59 (1251) | 55,000.00<br>0.00 | 100.0000%<br>0.0000% | 11,000.00<br>44,000.00 | 20.0000%<br>80.0000% |
| No Action | G010 | PENDING | Intelligence Research Specialist | $ 35,885.00 | HIDTA Grant (1291) | 35,885.00 | 100.0000% | 35,885.00 | 100.0000% |
| No Action | G011 | 036625 | Admin Assistant IV | $ 42,000.00 | HIDTA Grant (1291) | 42,000.00 | 100.0000% | 42,000.00 | 100.0000% |
| Redistribution of funds | G013<br>G018 | 175145 | Criminal Investigator II | $ 55,000.00 | HIDTA Grant (1291)<br>HIDTA Chapter 59 (1251) | 50,000.00<br>5,000.00 | 90.9091%<br>9.0909% | 55,000.00 | 100.0000% |
| Redistribution of funds | G014<br>G024 | 149098<br>149098 | Criminal Investigator III | $ 62,000.00 | HIDTA Grant (1291)<br>HIDTA Chapter 59 (1251) | 55,800.00<br>6,200.00 | 90.0000%<br>10.0000% | 62,000.00 | 100.0000% |
| | | | | $ 590,885.00 | HIDTA Grant (1291)<br>HIDTA Chapter 59 (1251) | 537,685.00<br>53,200.00 | | $ 590,885.00 | |

**AI -48678** **Budget and Management** **23. A.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

TxDOT Precinct No.1 (1315):
1. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $4,692.62 for the County's participation for Construction and Construction Engineering Direct State Costs as per Advanced Funding Agreement for the CR 229 (Mile 17 1/2 Road) at Drainage Ditch off system bridge project (CSJ: 0921-02-290).

2. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $7,881.93 for the County's participation for the completion of the acquisition/utility relocation process as per Advanced Funding Agreement for the Champion St. to US281 project (CSJ: 0863-01-057).

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1315-431-60-121-096-0-722

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

**BUDGETARY IMPACT:**

Funds available as of 03/13/15, pending posting of emergency transfer.

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1315-431-00-121-053-0-841

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

**BUDGETARY IMPACT:**

Funds available as of 03/13/15, pending posting of emergency transfer.

## Attachments

TxDOT Letter - CSJ: 0921-02-290
TxDOT Letter - CSJ: 0863-01-057

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Roland Garcia (Originator) | Rolando Garcia | 03/09/2015 04:51 PM |
| Budget & Management | Debbie Tamez | 03/10/2015 08:40 AM |
| Sylvia Solis | Sylvia Solis | 03/13/2015 04:53 PM |

| | | |
|---|---|---|
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Rolando Garcia | | Started On: 02/27/2015 09:29 AM |
| Final Approval Date: 03/13/2015 | | |

SCANNED
2-11-15

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

February 3, 2015

RECEIVED
FEB 09 2015
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

**RE: Advance Funding Agreement (AFA) for Off-System Bridge Replacement Project**
**CR 229 (Mile 17 ½ Rd) @ Drainage Ditch**
**CSJ: 0921-02-290**

Dear Judge Garcia:

Based on our AFA, the County's participation for Construction and Construction Engineering Direct State Costs is $4,692.62 and is due 45 days prior to letting. This project is scheduled to let in May 2015 and this amount is due by March 19, 2015. **Please submit a check in the amount of $4,692.62 made payable to the "Texas Department of Transportation Trust Fund" no later than March 19, 2015 to cover these costs,** to the attention of Homero Bazan, Jr., P.E, our Director of Transportation Planning and Development, at the above address for further processing.

If you have any questions concerning this matter, please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

HIDALGO COUNTY
BUDGET OFFICE
2015 FEB 23 AM 9 24

cc: Pedro Alvarez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Monica Perez, P.E., Project Manager
District File

Ramon
Pct 4 Judge

SCANNED
2-11-15

# Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

RECEIVED
FEB 04
JUDGE

FIRST NOTICE LETTER
February 2, 2015

Request for Additional Funding
County: Hidalgo
ROW CSJ Number: 0863-01-057
Federal Project Number HP 1302(008)
Highway and Limits From: Champion St. To: US 281

Honorable Judge Ramon Garcia
Judge of Hidalgo County
302 W. University Dr.
Edinburg, TX 78539

Dear Ramon Garcia:

The above captioned project has been reviewed and noted that the present expenditures exceed Hidalgo County's advance payment. In accordance with the terms of the agreement (copy attached) negotiated with the State, Hidalgo County placed a total of $25,659.93 as advance payment to cover its One point Two (1.2%) percent share of the estimated cost associated with the purchase of right of way.

Auditing by this office revealed additional funds are due to the Texas Department of Transportation. Attached is a statement of cost amounting to $17,778.00, leaving a deficit of $7,881.93. Due to the substantial amount expended over the original cost estimate, it has been determined that an additional $7,881.93 will be needed to complete the acquisition/utility relocation process on this project. Please remit a check made payable to The Texas Department of Transportation in the amount of $7,881.93 within thirty days from receipt of this letter.

RECEIVED
2015 FEB 13 AM 9:21
HIDALGO COUNTY
JUDGE'S OFFICE

If you should have any questions concerning this matter, please contact Matthew Childers at (956) 702-6148.

Sincerely,

Toribio Garza, Jr, P.E.
District Engineer
Pharr District

Attachment
CC: Right of Way Division

**AI -48898** **Budget and Management** **23. B. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Sergio Cruz, BUDGET & MANAGEMENT

**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $428,508.64 to fund the purchase of heavy equipment and various road projects.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1345-431-00-122-XXX-0-7X1

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

**BUDGETARY IMPACT:**

Funds available as of 03/12/15.

## Attachments

appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/12/2015 04:27 PM |
| Manuel Chapa | Manuel Chapa | 03/12/2015 04:30 PM |
| Sylvia Solis (Originator) | Sylvia Solis | 03/13/2015 04:51 PM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 05:06 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Sylvia Solis | | Started On: 03/12/2015 03:54 PM |
| Final Approval Date: 03/13/2015 | | |

**DATE:** March 12, 2015

**2015**
**Appropriation**

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

**DEPARTMENT NAME:** Budget & Management for CO2014 (1345) Pct. 2

**ACCOUNT NUMBER:** 5-1345-431-00-122-XXX-0-XXX

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

**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 |
|---|---|---|
| 5-1345-431-00-122-XXX-0-751 | CO2014-PCT 2 - MACHINERY & EQUIPMENT | 52,589.94 |
| 5-1345-431-00-122-XXX-0-334 | CO2014-PCT 2-ELDORA(I69C/US281-FM907)-Arch & Eng Srv | 75,183.74 |
| 5-1345-431-00-122-XXX-0-334 | CO2014-PCT 2-ELDORA(I69C/US281-JACKS)-Arch & Eng Srv | 75,183.74 |
| 5-1345-431-00-122-XXX-0-334 | CO2014-PCT 2-SIOUX(I RD-CESAR CHVZ)-Arch & Eng Srv | 75,183.74 |
| 5-1345-431-00-122-XXX-0-334 | CO2014-PCT 2-US83-2ND(10TH-FM2061MCL)-Arch & Eng Srv | 75,183.74 |
| 5-1345-431-00-122-XXX-0-334 | CO2014-PCT 2-CESRCHZ(BUS83-NOLANA LP)-Arch & Eng Sr | 75,183.74 |
| | | |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | 428,508.64 |

REASON: Appropriation from the CO2014 (1345) for the purchase of heavy equipment and various road projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

**AI -48743** **Budget and Management** **23. B. 2.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Co. Clerk's Record Mgmt (1237):
Approval of 2015 appropriations of funds in the amount of $430,230.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1237-415-40-180-003-0-XXX

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

**BUDGETARY IMPACT:**

2015 appropriation of funds in the amount of $430,230.00 to fund operating expenditures.

Funds available from fund balance.

## Attachments

Appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Merlen P. Munoz (Originator) | Merlen P. Munoz | 03/04/2015 04:44 PM |
| Budget & Management | Veronica Ortiz | 03/05/2015 11:19 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Merlen P. Munoz Started On: 03/04/2015 04:30 PM

Final Approval Date: 03/13/2015

**DATE:** March 4, 2015

**2015**
**Appropriation**

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

**DEPARTMENT NAME:** Department of Budget & Management for **Co. Clerk Record Mgmt**

**ACCOUNT NUMBER:** 5-1237-415-40-180-003-0-XXX

**Contact Person:** Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER(S) | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 5-1237-415-40-180-003-0- | 350 | CC REC MGMT- | OTHER SERVICES | 408,780.00 |
| 5-1237-415-40-180-003-0- | 430 | CC REC MGMT- | REPAIR & MAINT SERVICES | 9,500.00 |
| 5-1237-415-40-180-003-0- | 780 | CC REC MGMT- | CAPITAL LEASES | 10,600.00 |
| 5-1237-415-40-180-003-0- | 660 | CC REC MGMT- | FURNISHINGS & EQUIPMENT | 1,350.00 |
| | | | | |
| | | | **TOTAL BUDGET INCREASE (DECREASE)** | **430,230.00** |

**REASON:** To appropriate funding for the preservation of books and other operating expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI -48847** **Budget and Management** **23. B. 3.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Tax Office Special Vehicle Inventory (1246):
Approval of 2015 appropriation of funds for the Tax Office Special Vehicle Inventory Fund in the amount of $65,000.00 to fund various operating expenditures.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1246-415-15-140-003-0-XXX

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

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of $65,0000 to fund various operating expenditures. Funds available in the Unassigned F/B as of 3-11-15, pending year end closing & carryovers.

## Attachments

Tax Off. Special Vehic. Inventory Appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Ivan Cantu (Originator) | Ivan Cantu | 03/11/2015 01:48 PM |
| Budget & Management | Veronica Ortiz | 03/11/2015 01:51 PM |
| Obdett Calzada | Obdett Calzada | 03/13/2015 09:09 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Ivan Cantu | | Started On: 03/11/2015 09:31 AM |
| Final Approval Date: 03/13/2015 | | |

**DATE:** March 17, 2015

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

**DEPARTMENT NAME:** Dept of Budget & Mgmt for Tax Office Special Vehicle Inventory

**ACCOUNT NUMBER:** 5-1246-415-15-140-003-0-XXX

**Contact Person:** Ivan Cantu Ph#: Ext. 5425

**2015**
**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 |
|---|---|---|---|---|
| 5-1246-415-15-140-003-0- | 442 | TAX OFF.- | EQUIP. & VEH. RENTALS | 5,000.00 |
| 5-1246-415-15-140-003-0- | 550 | TAX OFF.- | PRINTING & BINDING | 10,000.00 |
| 5-1246-415-15-140-003-0- | 583 | TAX OFF.- | TRAVEL OUT OF COUNTY | 5,000.00 |
| 5-1246-415-15-140-003-0- | 584 | TAX OFF.- | REGISTRATION FEES | 2,000.00 |
| 5-1246-415-15-140-003-0- | 660 | TAX OFF.- | FURNISHINGS & EQUIP. | 43,000.00 |
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| | | **TOTAL BUDGET INCREASE (DECREASE)** | | **65,000.00** |

**REASON:** Appropriation of funds to fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI -48865** **Budget and Management** **23. B. 4.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

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**Information**

**CAPTION**

Special Revenue & Internal Service Funds:
Approval of 2015 appropriation of funds to fund various PO rollovers.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

appropriation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/11/2015 02:23 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Merlen P. Munoz Started On: 03/11/2015 02:14 PM

Final Approval Date: 03/13/2015

**DATE:** MARCH 13, 2015

**DEPARTMENT HEAD:** VARIOUS

**DEPARTMENT NAME:** VARIOUS (SPECIAL REVENUE FUNDS & INTERNAL SERVICE FUNDS)

**ACCOUNT NUMBER:** 5-12XX-XXX-XX-XXX-XXX-X-XXX
5-22XX-XXX-XX-XXX-XXX-X-XXX

**SUBJECT:** BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

**HONORABLE COMMISSIONERS' COURT OF HIDALGO COUNTY:**

I WOULD LIKE TO REQUEST THE FOLLOWING BUDGET AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C.

| INCREASE ACCOUNT | ACCOUNT NAME | | AMOUNT |
|---|---|---|---|
| 5- 1200-431-00-121-004-0-531 | PCT1 ADM-TELEPHONE | 1200 | 1,042.41 |
| 5- 1200-431-00-121-004-0-532 | PCT1 ADM-WIRELESS DEVICES | 1200 | 76.72 |
| 5- 1200-431-00-121-004-0-610 | PCT1 ADM-GENERAL SUPPLIES | 1200 | 1,171.99 |
| 5- 1200-431-00-121-004-0-660 | PCT1 ADM-FURNISHINGS & EQUIP-CONTR | 1200 | 360.71 |
| 5- 1200-431-00-121-004-0-740 | PCT1 ADM-IMPROVEMENTS | 1200 | 741.00 |
| 5- 1200-431-00-121-004-0-751 | PCT1 ADM-MACHINERY & EQUIPMENT | 1200 | 1,462.41 |
| 5- 1200-431-00-121-004-0-780 | PCT1 ADM-CAPITAL LEASES | 1200 | 720.98 |
| 5- 1200-431-00-121-005-0-340 | PCT1 RD MAINT-TECHNICAL SERVICES | 1200 | 140.49 |
| 5- 1200-431-00-121-005-0-423 | PCT1 RD MAINT-CUSTODIAL | 1200 | 2,322.00 |
| 5- 1200-431-00-121-005-0-430 | PCT1 RD MAINT-REPAIR & MAINT SERVICE | 1200 | 2,355.14 |
| 5- 1200-431-00-121-005-0-442 | PCT1 RD MAINT-EQUIP & VEHICLE RENTAL | 1200 | 72.00 |
| 5- 1200-431-00-121-005-0-605 | PCT1 RD MAINT-CLOTHING & UNIFORMS | 1200 | 37.92 |
| 5- 1200-431-00-121-005-0-610 | PCT1 RD MAINT-GENERAL SUPPLIES | 1200 | 5,511.65 |
| 5- 1200-431-00-121-005-0-623 | PCT1 RD MAINT-BOTTLED GAS | 1200 | 409.87 |
| 5- 1200-431-00-121-005-0-631 | PCT1 RD MAINT-BOTTLED WATER | 1200 | 102.00 |
| 5- 1200-431-00-121-114-0-721 | PCT1 MOORE RD PRJ (BORDER-WHALEN)-I | 1200 | 6,310.09 |
| 5- 1200-431-00-121-116-0-721 | PCT1 VLLY BLVD(FM495N-END OF STREET) | 1200 | 5,349.18 |
| 5- 1200-431-00-121-183-0-721 | PCT1 SIOUX RD(TOWER-VAL VERDE)-ROAD | 1200 | 194,892.47 |
| 5- 1200-431-00-122-004-0-340 | CW MECH SHOP-TECHNICAL SERVICES | 1200 | 78.06 |
| 5- 1200-431-00-122-004-0-430 | CW MECH SHOP-REPAIR & MAINT SERVICE | 1200 | 82.05 |
| 5- 1200-431-00-122-004-0-442 | CW MECH SHOP-EQUIP & VEHICLE RENTA | 1200 | 110.59 |
| 5- 1200-431-00-122-004-0-532 | CW MECH SHOP-WIRELESS DEVICES | 1200 | 53.98 |
| 5- 1200-431-00-122-004-0-610 | CW MECH SHOP-GENERAL SUPPLIES | 1200 | 132.89 |
| 5- 1200-431-00-122-004-0-623 | CW MECH SHOP-BOTTLED GAS | 1200 | 160.20 |
| 5- 1200-431-00-122-004-0-751 | CW MECH SHOP-MACHINERY & EQUIPME | 1200 | 1,999.48 |
| 5- 1200-431-00-122-005-0-340 | PCT2 ADM-TECHNICAL SERVICES | 1200 | 22.22 |
| 5- 1200-431-00-122-005-0-412 | PCT2 ADM-CABLE/SATELLITE TV | 1200 | 87.97 |
| 5- 1200-431-00-122-005-0-413 | PCT2 ADM-ELEC SURVEILLANCE &SECURIT | 1200 | 60.00 |
| 5- 1200-431-00-122-005-0-430 | PCT2 ADM-REPAIR & MAINT SERVICES | 1200 | 10.30 |
| 5- 1200-431-00-122-005-0-442 | PCT2 ADM-EQUIP & VEHICLE RENTALS | 1200 | 3.00 |
| 5- 1200-431-00-122-005-0-532 | PCT2 ADM-WIRELESS DEVICES | 1200 | 189.79 |
| 5- 1200-431-00-122-005-0-610 | PCT2 ADM-GENERAL SUPPLIES | 1200 | 3,614.31 |
| 5- 1200-431-00-122-005-0-631 | PCT2 ADM-BOTTLED WATER | 1200 | 93.00 |
| 5- 1200-431-00-122-005-0-780 | PCT2 ADM-CAPITAL LEASES | 1200 | 421.52 |

| INCREASE ACCOUNT | ACCOUNT NAME | | AMOUNT |
|---|---|---|---|
| 5- 1200-431-00-122-005-0-810 | PCT2 ADM-DUES & MEMBERSHIPS | 1200 | 190.00 |
| 5- 1200-431-00-122-005-0-855 | PCT2 ADM-LATE FEES,PENALTIES & FIN CH | 1200 | 17.90 |
| 5- 1200-431-00-122-006-0-340 | PCT2 RD MAINT-TECHNICAL SERVICES | 1200 | 217.68 |
| 5- 1200-431-00-122-006-0-430 | PCT2 RD MAINT-REPAIR & MAINT SERVICE | 1200 | 449.15 |
| 5- 1200-431-00-122-006-0-442 | PCT2 RD MAINT-EQUIP & VEHICLE RENTAL | 1200 | 394.54 |
| 5- 1200-431-00-122-006-0-540 | PCT2 RD MAINT-ADVERTISING | 1200 | 4,287.64 |
| 5- 1200-431-00-122-006-0-610 | PCT2 RD MAINT-GENERAL SUPPLIES | 1200 | 21,314.56 |
| 5- 1200-431-00-122-006-0-623 | PCT2 RD MAINT-BOTTLED GAS | 1200 | 763.40 |
| 5- 1200-431-00-122-006-0-626 | PCT2 RD MAINT-GASOLINE/DIESEL | 1200 | 28,731.71 |
| 5- 1200-431-00-122-027-0-710 | PCT2 TOWER RD(MOORE-BALLI)-LAND | 1200 | 41,000.00 |
| 5- 1200-431-00-122-027-0-721 | PCT2 TOWER RD(MOORE-BALLI)-ROADS | 1200 | 112,932.73 |
| 5- 1200-431-00-122-028-0-710 | PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.M | 1200 | 4,800.00 |
| 5- 1200-431-00-122-028-0-721 | PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.M | 1200 | 11,039.54 |
| 5- 1200-431-00-122-035-0-710 | PCT2 ICA HIDALGO (VAL-MEX DR)-LAND | 1200 | 3,650.00 |
| 5- 1200-431-00-122-035-0-721 | PCT2 ICA HIDALGO (VAL-MEX DR)-ROADS | 1200 | 13,929.00 |
| 5- 1200-431-00-122-035-0-841 | PCT2 ICA HIDALGO (VAL-MEX DR)-AID GO | 1200 | 8,893.00 |
| 5- 1200-431-00-122-061-0-710 | PCT2 LAS MILPAS RD(10TH ST-JACKSON)-L | 1200 | 4,200.00 |
| 5- 1200-431-00-122-061-0-721 | PCT2 LAS MILPAS RD(10TH ST-JACKSON)-R | 1200 | 147,131.00 |
| 5- 1200-431-00-122-061-0-841 | PCT2 LAS MILPAS RD(10TH ST-JACKSON)-A | 1200 | 4,200.00 |
| 5- 1200-431-00-122-063-0-710 | PCT2 BORDER RD(RIDGE-EL GATO)-LAND | 1200 | 2,400.00 |
| 5- 1200-431-00-122-063-0-721 | PCT2 BORDER RD(RIDGE-EL GATO)-ROADS | 1200 | 103,040.79 |
| 5- 1200-431-00-122-066-0-721 | PCT2 RANCHO BLANCO(TOWER-BORDER)- | 1200 | 7,790.25 |
| 5- 1200-431-00-122-083-0-721 | PCT2 THOMAS RD(MCCOLL-JACKSON)-RO/ | 1200 | 435.00 |
| 5- 1200-431-00-122-086-0-721 | PCT2 RANCHO BLANCO(¼M E ALAMO-TO\ | 1200 | 12,158.47 |
| 5- 1200-431-00-122-090-0-841 | PCT2 ICA SJ-C.CHVZ(CARROLL-BUS83)-AID | 1200 | 4,500.00 |
| 5- 1200-431-00-122-091-0-841 | PCT2 ICA SJ-ELDORA & SGT TREVINO RD-A | 1200 | 283,611.81 |
| 5- 1200-431-00-122-093-0-721 | PCT2 S I RD(RANCHO BLANCO-JUAN BALLI | 1200 | 18,365.70 |
| 5- 1200-431-00-122-097-0-721 | PCT2 OWASSA RD (CESAR CHAVEZ-ALAMC | 1200 | 5,735.20 |
| 5- 1200-431-00-122-099-0-721 | PCT2 PECINA RD(I RD WEST TO FLOODWA | 1200 | 5,005.98 |
| 5- 1200-431-00-122-100-0-721 | PCT2 EL GATO RD(TOWER-BORDER)-ROAD | 1200 | 34,106.26 |
| 5- 1200-431-00-122-101-0-721 | PCT2 ROADRUNNER SUBD PAVING & DRAI | 1200 | 328,300.14 |
| 5- 1200-431-00-122-102-0-721 | PCT2 MOONLIGHT AVE PAVING & IMPRO\ | 1200 | 35,809.65 |
| 5- 1200-431-00-122-103-0-721 | PCT2 OWASSA(I RD WEST TO FIR ST)-ROAD | 1200 | 6,519.44 |
| 5- 1200-431-00-122-103-0-841 | PCT2 ICA W/PHARR-OWASSA(I RD W-FIR)- | 1200 | 5,110.52 |
| 5- 1200-431-00-122-104-0-841 | PCT2 ICA W/SJ MOORE(1260 LF E I RD)-AID | 1200 | 9,547.10 |
| 5- 1200-431-00-122-105-0-841 | PCT2 ICA W/SJ C.CHVZ(1280 LF N 495)-AID | 1200 | 11,193.69 |
| 5- 1200-431-00-122-106-0-841 | PCT2 ICA SJ SIOUX(7580LF E OF I RD)-AID | 1200 | 14,492.25 |
| 5- 1200-431-00-122-107-0-841 | PCT2 ICA-SJ-ELDORA(7580LF E OF I RD)-AII | 1200 | 14,492.25 |
| 5- 1200-431-00-122-108-0-841 | PCT2 ICA-SJ-NOLANA(R LNGRA-C CHVZ)-AI | 1200 | 13,094.50 |
| 5- 1200-431-00-123-004-0-425 | PCT3 ADM-PEST CONTROL | 1200 | 88.00 |
| 5- 1200-431-00-123-004-0-610 | PCT3 ADM-GENERAL SUPPLIES | 1200 | 198.85 |
| 5- 1200-431-00-123-005-0-339 | PCT3 RD MAINT-OTHER PROF SRV | 1200 | 2,950.00 |
| 5- 1200-431-00-123-005-0-340 | PCT3 RD MAINT-TECHNICAL SERVICES | 1200 | 40.00 |
| 5- 1200-431-00-123-005-0-430 | PCT3 RD MAINT-REPAIR & MAINT SERVICE | 1200 | 1,842.75 |
| 5- 1200-431-00-123-005-0-442 | PCT3 RD MAINT-EQUIP & VEHICLE RENTAL | 1200 | 1,149.83 |
| 5- 1200-431-00-123-005-0-532 | PCT3 RD MAINT-WIRELESS DEVICES | 1200 | 318.78 |
| 5- 1200-431-00-123-005-0-540 | PCT3 RD MAINT-ADVERTISING | 1200 | 579.80 |
| 5- 1200-431-00-123-005-0-610 | PCT3 RD MAINT-GENERAL SUPPLIES | 1200 | 27,787.14 |
| 5- 1200-431-00-123-005-0-623 | PCT3 RD MAINT-BOTTLED GAS | 1200 | 339.22 |
| 5- 1200-431-00-123-005-0-626 | PCT3 RD MAINT-GASOLINE/DIESEL | 1200 | 980.44 |
| 5- 1200-431-00-123-005-0-721 | PCT3 RD MAINT-ROADS | 1200 | 105,093.86 |
| 5- 1200-431-00-123-005-0-722 | PCT3 RD MAINT-BRIDGES | 1200 | 9,453.94 |
| 5- 1200-431-00-123-094-0-710 | PCT3 M2N (MOOREFIELD-LA HOMA)-LAND | 1200 | 8,795.25 |
| 5- 1200-431-00-123-094-0-721 | PCT3 M2N (MOOREFIELD-LA HOMA)-ROAI | 1200 | 3,719.39 |
| 5- 1200-431-00-124-005-0-520 | PCT4 ADM-INS OTHER THAN EMPL BENEFI | 1200 | 178.00 |

| INCREASE ACCOUNT | ACCOUNT NAME | | AMOUNT |
|---|---|---|---|
| 5- 1200-431-00-124-005-0-855 | PCT4 ADM-LATE FEES,PENALTIES &FINANC | 1200 | 54.00 |
| 5- 1200-431-00-124-007-0-340 | PCT4 RD MAINT-TECHNICAL SERVICES | 1200 | 587.90 |
| 5- 1200-431-00-124-007-0-412 | PCT4 RD MAINT-CABLE/SATELLITE TV | 1200 | 81.60 |
| 5- 1200-431-00-124-007-0-430 | PCT4 RD MAINT-REPAIR & MAINT SERVICE | 1200 | 9,129.14 |
| 5- 1200-431-00-124-007-0-441 | PCT4 RD MAINT-LAND & BLDG RENTALS | 1200 | 300.00 |
| 5- 1200-431-00-124-007-0-442 | PCT4 RD MAINT-EQUIP & VEHICLE RENTAL | 1200 | 221.65 |
| 5- 1200-431-00-124-007-0-532 | PCT4 RD MAINT-WIRELESS DEVICES | 1200 | 830.45 |
| 5- 1200-431-00-124-007-0-610 | PCT4 RD MAINT-GENERAL SUPPLIES | 1200 | 3,534.09 |
| 5- 1200-431-00-124-007-0-623 | PCT4 RD MAINT-BOTTLED GAS | 1200 | 500.00 |
| 5- 1200-431-00-124-007-0-721 | PCT4 RD MAINT-ROADS | 1200 | 34,805.58 |
| 5- 1200-431-00-124-007-0-751 | PCT4 RD MAINT-MACHINERY & EQUIP | 1200 | 2,551.74 |
| 5- 1200-431-00-124-125-0-430 | PCT4 RESTITUTION-1124 M RD-R&M SERV | 1200 | 18,048.59 |
| 5- 1200-431-00-124-125-0-610 | PCT4 RESTITUTION-GENERAL SUPPLIES | 1200 | 2,575.91 |
| 5- 1200-431-00-124-125-0-660 | PCT4 RESTITUTION-FURNISHINGS & EQUIF | 1200 | 2,923.87 |
| 5- 1200-431-00-124-125-0-740 | PCT4 RESTITUTION-1124 M RD-IMPROVEM | 1200 | 90.24 |
| 5- 1200-431-00-124-142-0-721 | PCT4 RUSSELL-M17½(CANAL-WARE)-ROAI | 1200 | 2,046.02 |
| 5- 1200-431-00-124-142-0-841 | PCT4 ICA MCALLEN-RUSSELL(CANAL-WARI | 1200 | 122,597.48 |
| 5- 1200-431-00-124-143-0-721 | PCT4 ROOSEVELT (0.4M W VALVERDE)-RO | 1200 | 5,525.00 |
| 5- 1200-431-00-124-401-0-721 | PCT4 BCAP LAKEVIEW S/D-ROADS | 1200 | 4,363.76 |
| **1200 Total** | | **1200** | **1,928,331.51** |
| 5- 1222-412-00-080-006-0-626 | DA BAD CK-GASOLINE/DIESEL | 1222 | 2.81 |
| **1222 Total** | | **1222** | **2.81** |
| 5- 1223-412-00-080-007-0-430 | DA INVESTIGATION HB65-REPAIR & MAIN | 1223 | 830.35 |
| 5- 1223-412-00-080-007-0-532 | DA INVESTIGATION HB65-WIRELESS DEVIC | 1223 | 1,121.59 |
| 5- 1223-412-00-080-007-0-550 | DA INVESTIGATION HB65-PRINTING & BIN | 1223 | 34.00 |
| 5- 1223-412-00-080-007-0-610 | DA INVESTIGATION HB65-GENERAL SUPPL | 1223 | 755.17 |
| **1223 Total** | | **1223** | **2,741.11** |
| 5- 1229-421-00-280-007-0-610 | SHRF FED SHARING-USDJ-GENERAL SUPPL | 1229 | 1,037.04 |
| 5- 1229-421-00-280-007-0-751 | SHRF FED SHARING-USDJ-MACH & EQUIP | 1229 | 48,950.00 |
| **1229 Total** | | **1229** | **49,987.04** |
| 5- 1237-415-40-180-003-0-340 | CC REC MGMT-TECHNICAL SERVICES | 1237 | 220,533.90 |
| 5- 1237-415-40-180-003-0-350 | CC REC MGMT-OTHER SERVICES | 1237 | 408,777.40 |
| 5- 1237-415-40-180-003-0-430 | CC REC MGMT-REPAIR & MAINT SERVICES | 1237 | 5,384.00 |
| 5- 1237-415-40-180-003-0-610 | CC REC MGMT-GENERAL SUPPLIES | 1237 | 528.14 |
| 5- 1237-415-40-180-003-0-660 | CC REC MGMT-FURNISHINGS & EQUIP | 1237 | 1,319.97 |
| 5- 1237-415-40-180-003-0-751 | CC REC MGMT-MACHINERY & EQUIP | 1237 | 11,282.10 |
| 5- 1237-415-40-180-003-0-780 | CC REC MGMT-CAPITAL LEASES | 1237 | 564.92 |
| **1237 Total** | | **1237** | **648,390.43** |
| 5- 1241-421-23-125-032-0-610 | COURTHOUSE SECURITY-GENERAL SUPPLI | 1241 | 299.17 |
| 5- 1241-421-23-125-032-0-855 | COURTHOUSE SECURITY-LATE FEES,PENAL | 1241 | 85.88 |
| **1241 Total** | | **1241** | **385.05** |
| 5- 1242-412-00-060-001-0-320 | JUSTICE CRT TECH-PROFESSIONAL SERVICE | 1242 | 120,881.00 |
| 5- 1242-412-00-060-001-0-430 | JUSTICE CRT TECH-REPAIR & MAINT SERVI | 1242 | 147.00 |
| 5- 1242-412-00-060-001-0-532 | JUSTICE CRT TECH-WIRELESS DEVICES | 1242 | 966.85 |
| 5- 1242-412-00-060-001-0-610 | JUSTICE CRT TECH-GENERAL SUPPLIES | 1242 | 1,705.94 |
| 5- 1242-412-00-060-001-0-761 | JUSTICE CRT TECH-SOFTWARE | 1242 | 609,135.00 |
| 5- 1242-412-00-060-001-0-780 | JUSTICE CRT TECH-CAPITAL LEASES | 1242 | 287.68 |
| **1242 Total** | | **1242** | **733,123.47** |
| 5- 1245-412-00-060-002-0-336 | JUSTICE CRT BLDG SEC-COMPUTER SERVIC | 1245 | 936.00 |
| 5- 1245-412-00-060-002-0-430 | JUSTICE CRT BLDG SEC-REPAIR & MAINT S | 1245 | 3,465.00 |
| 5- 1245-412-00-060-002-0-452 | JUSTICE CRT BLDG SEC-BLDG ADD & RENO | 1245 | 15,767.86 |
| 5- 1245-412-00-060-002-0-610 | JUSTICE CRT BLDG SEC-GENERAL SUPPLIES | 1245 | 315.75 |
| 5- 1245-412-00-060-002-0-660 | JUSTICE CRT BLDG SEC-FURNISHINGS & EC | 1245 | 2,673.00 |
| 5- 1245-412-00-060-002-0-730 | JUSTICE CRT BLDG SEC-BUILDINGS | 1245 | 10,721.02 |
| 5- 1245-412-00-060-002-0-751 | JUSTICE CRT BLDG SEC-MACHINERY & EQU | 1245 | 7,408.02 |

| INCREASE ACCOUNT | ACCOUNT NAME | | AMOUNT |
|---|---|---|---|
| **1245 Total** | | **1245** | **41,286.65** |
| 5- 1247-412-50-100-001-0-430 | LAW LIBRARY-REPAIR & MAINT SERVICES | 1247 | 42.68 |
| 5- 1247-412-50-100-001-0-550 | LAW LIBRARY-PRINTING & BINDING | 1247 | 143.00 |
| 5- 1247-412-50-100-001-0-610 | LAW LIBRARY-GENERAL SUPPLIES | 1247 | 97.17 |
| 5- 1247-412-50-100-001-0-631 | LAW LIBRARY-BOTTLED WATER | 1247 | 9.00 |
| 5- 1247-412-50-100-001-0-640 | LAW LIBRARY-REFERENCE MATERIALS | 1247 | 1,925.25 |
| **1247 Total** | | **1247** | **2,217.10** |
| 5- 1252-412-00-270-012-0-585 | HIDTA US TREASURY-NON-EMPLOYEE TRA | 1252 | 416.79 |
| **1252 Total** | | **1252** | **416.79** |
| 5- 1254-412-00-270-014-0-340 | HIDTA US JUSTICIE-TECHNICAL SERVICES | 1254 | 352.00 |
| **1254 Total** | | **1254** | **352.00** |
| 5- 2201-415-00-115-009-0-310 | DBM-HEALTH INS ADM-OFFICIAL/ADM SEI | 2201 | 14,595.05 |
| 5- 2201-415-00-115-009-0-430 | DBM-HEALTH INS ADM-R&M SERVICES | 2201 | 44.80 |
| 5- 2201-415-00-115-009-0-610 | DBM-HEALTH INS ADM-GENERAL SUPPLIE | 2201 | 50.00 |
| 5- 2201-415-00-115-009-0-780 | DBM-HEALTH INS ADM-CAPITAL LEASES | 2201 | 173.98 |
| **2201 Total** | | **2201** | **14,863.83** |
| 5- 2202-419-50-115-065-0-310 | DBM-W/C DIV-OFFICIAL/ADM SERVICES | 2202 | 600.00 |
| 5- 2202-419-50-115-065-0-430 | DBM-W/C DIV-R&M SERVICES | 2202 | 628.37 |
| 5- 2202-419-50-115-065-0-610 | DBM-W/C DIV-GENERAL SUPPLIES | 2202 | 100.00 |
| 5- 2202-419-50-115-065-0-780 | DBM-W/C DIV-CAPITAL LEASES | 2202 | 489.00 |
| **2202 Total** | | **2202** | **1,817.37** |
| | | **BA Total** | **3,423,915.16** |

**TOTAL BUDGET INCREASE REQUEST**

**REASON:**

TO APPROPRIATE OPEN PURCHASE ORDERS THAT WERE ROLLED OVER INTO YEAR 2015 DURING THE CLOSE-OUT PROCESS FOR YEAR 2014.

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED ITEMS.

DEPARTMENT HEAD SIGNITURE

APPROVED COMMISSIONERS' COURT DATE

ATTEST COUNTY CLERK

**AI -48906** **Purchasing Department** **24. A. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authorization and approval to purchase One (1) New or Newer 2015 Chevrolet Tahoe LS through the County's membership/participation with Buyboard's awarded vendor, Country Caldwell Chevrolet/Ford (Contract #430-13) in the amount of **$35,665.00** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-112-OGG)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1304-422-10-300-027-0-752

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

**BUDGETARY IMPACT:**

Funds available as of 3-13-15.

## Attachments

1-Tahoe LS

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:50 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:24 PM |
| Ivan Cantu | Ivan Cantu | 03/13/2015 03:40 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Oscar Garza | | Started On: 03/12/2015 05:28 PM |
| Final Approval Date: 03/13/2015 | | |

HC FIRE MARSHALL
(1) 2015 TAHOE LS

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Vendor Contract Information

Back



| | |
|---|---|
| **Vendor Name:** | Caldwell Country Chevrolet |
| **Address:** | P. O. Box 27<br>Caldwell, TX 77836 |
| **Phone Number:** | (979) 567-6116 |
| **Email:** | aknapp@caldwellcountry.com |
| **Website:** | http://www.caldwellcountry.com |
| **Federal ID:** | 14-1856872 |
| **Contact:** | Averyt Knapp |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for deliver fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 9:07 am, Mar 10, 2015*

**FINAL**

**APPROVED**
*By Rudy Salinas at 1:15 pm, Mar 12, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

**BUYBOARD BID 430-13**

**End User:** HIDALGO COUNTY
**Contact:** FIRE MARSHALL
**Phone/email:** 956 393-6022
**Product Description:** 2015 CHEVROLET TAHOE

**Caldwell Rep:** ALAN WILEY
**Phone/email:** 254 865-9112 alan@caldwellcountry.com
**Date:** Monday, March 09, 2015

**A. Bid Series:** 21 **A. Base Price:** $ 31,992.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| | 5.3L FLEX FUEL V8 GAS | STD | 1LS | LS EQUIPMENT GROUP 4X2 (2015) | $ 2,273.00 |
| | 6-SPEED AUTOMATIC | STD | | CLOTH BUCKET SEATS | INCL |
| | AM-FM CD | STD | | ALUMINUM WHEELS | INCL |
| | TILT/CRUISE | STD | | BLUETOOTH | INCL |
| | FRONT AND REAR A/C | STD | | CARPET | INCL |
| | POWER WINDOWS-LOCKS-mirrors | STD | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | BLACK EXTERIOR | COLOR |

MSRP difference is $2,700.00

**Total of B. Published Options:** $ 2,273.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | ESTIMATED DELIVERY IN 90 DAYS | NOTE |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

| | | | |
|---|---|---|---|
| D. | Pre-delivery Inspection: | | |
| E. | Texas State Inspection: | | |
| F. | Manufacturer Destination/Delivery: | | |
| G. | Floor Plan Interest (for in-stock and/or equipped vehicles): | | |
| H | Lot Insurance (for in-stock and/or equipped vehicles): | | |
| I. | Contract Price Adjustment: | | |
| J. | Additional Delivery Charge: | 354 miles x 2.85 per mile | $ 1,000.00 |
| K. | Subtotal: | | $ 35,265.00 |
| L. | Quantity Ordered | 1 x K = | $ 35,265.00 |
| M. | Trade in: | | |
| N. | BUYBOARD FEE PER PURCHASE ORDER | | $ 400.00 |
| O. | TOTAL PURCHASE PRICE WITH BUYBOARD FEE | | $ 35,665.00 |

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: 31

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Express Cutaway Van (CG33503). Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment. Line Item 31 | N/A | $20,642.00 |
| Caldwell Country Chevrolet | Chevrolet Silverado 3500HD Chassis Cab (CC31003). Silverado Classic 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufactuer's standard equipment. Line Item 28. | N/A | $23,890.00 |
| Caldwell Country Chevrolet | Chevrolet Tahoe (CC10706-1FL) Sport Utility. Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment. Line Item 21 | N/A | $31,992.00 |

**Extended Product Information**

**Reference Number:** 430-13

**Part Number:** CC10706-1FL

**Unit Measure:** EA

**Vendor Website:** http://www.caldwellcountry.com

**Full Description:** Chevrolet Tahoe (CC10706-1FL) Sport Utility. Chevrolet Tahoe 2WD Model complete with all manufactu equipment. Line Item 21

Showing 1 to 3 of 3 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Additional Resources

BuyBoard Cooperative Purchasing

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 21 ✓ | Chevrolet Tahoe (CC10706-1FL) | Sport Utility | **Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment | $28,176.00 | 2014 TAHOE SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 22 | Chevrolet Suburban (CC15906-1FL) | Sport Utility | **Chevrolet Suburban (CC15906-1FL) Sport Utility --** Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment | $31,525.00 | 2014 SUBURBAN | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 23 | Chevrolet Colorado Pickup (CS15653) | Extended Cab Pickup | **Chevrolet Colorado Extended Cab (CS15653) Pickup --** Extended cab, 2WD, complete with all manufacturer's standard equipment | $23,717.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 24 | Chevrolet Silverado 1500 Pickup (CC10703) | Full Size Pickup, 1/2 ton, Regular cab | **Chevrolet Silverado 1500 Full Size (CC10703) Pickup --** 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $17,445.00 | 2014 1500 REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 25 | Chevrolet Silverado 2500HD Pickup (CC25903) | Full Size Pickup, 3/4 ton, Regular Cab | **Chevrolet Silverado 2500HD Full Size (CC25903) Pickup--** 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment | $20,340.00 | 2014 2500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 26 | Chevrolet Silverado 3500HD Pickup (CC35903) | Full Size Pickup, 1 ton, Regular Cab | **Chevrolet Silverado 3500HD Full Size (CC35903) Pickup--** 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $21,946.00 | 2014 3500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**REVIEWED**
*By Oscar Garza at 2:58 pm, Feb 23, 2015*

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2014 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC10706

## *WINDOW STICKER*

| | |
|---|---|
| 2014 Chevrolet Tahoe 2WD 4dr Commercial | Interior: - Ebony |
| 5.3L/323 CID Gas/Ethanol V8 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC10706 | 2014 Chevrolet Tahoe 2WD 4dr Commercial | $43,600.00 |
| | **OPTIONS** | |
| ZW7 | SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE | $0.00 |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| LMG | ENGINE, VORTEC 5.3L V8 SFI FLEXFUEL | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| GU4 | REAR AXLE, 3.08 RATIO | $0.00 |
| C5Y | GVWR, 7100 LBS. (3221 KG) | $0.00 |
| 1FL | COMMERCIAL PREFERRED EQUIPMENT GROUP | -$2,305.00 |
| NX7 | WHEELS, 4 - 17" X 7" (43.2 CM X 17.8 CM) STEEL | $0.00 |
| QGI | TIRES, P265/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | SOLID PAINT | $0.00 |
| 50U | SUMMIT WHITE | $0.00 |
| AZ3 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| 19C | EBONY, PREMIUM CLOTH SEAT TRIM | $0.00 |
| US8 | AUDIO SYSTEM, AM/FM STEREO WITH MP3 COMPATIBLE CD PLAYER | $0.00 |
| | **SUBTOTAL** | **$41,295.00** |

SEE NEXT Page

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2014 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC10706

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $995.00 |
| **TOTAL PRICE** | **$42,290.00** |

Est City: 15.00 mpg
Est Highway: 21.00 mpg
Est Highway Cruising Range: 546.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Tahoe 2WD 4dr Commercial | Interior: - Jet Black |
| 5.3L/- TBD - CID Gas/Ethanol V8 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15706 | 2015 Chevrolet Tahoe 2WD 4dr Commercial | $46,300.00 |
| | Base Price MSRP | -43,600.00 |
| | **OPTIONS** | |
| | Difference ---------- | -2,700.00 |
| AVF | 2015 INTERIM PROCESSING CODE | $0.00 |
| ZW7 | SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE | $0.00 |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| L83 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| GU4 | REAR AXLE, 3.08 RATIO | $0.00 |
| 1FL | COMMERCIAL PREFERRED EQUIPMENT GROUP | -$1,180.00 |
| RD6 | WHEELS, 17" X 8" PAINTED STEEL | $0.00 |
| RC3 | TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL | $0.00 |
| RC4 | TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL | INC |
| ZY1 | PAINT SCHEME, SOLID APPLICATION | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AZ3 | SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER | $0.00 |
| H0U | JET BLACK, CLOTH SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT J | $0.00 |
| AG1 | SEAT ADJUSTER, DRIVER 10-WAY POWER | $0.00 |
| AG2 | SEAT ADJUSTER, FRONT PASSENGER 6-WAY POWER | INC |
| | **SUBTOTAL** | **$45,120.00** |

SEE NEXT PAGE

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| **TOTAL PRICE** | **$46,315.00** |

Est City: 16.00 mpg
Est Highway: 23.00 mpg
Est Highway Cruising Range: 598.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 38 | Program Vehicles | Discount (%) Off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned) | ____5___% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 39 | Third Party (not OEM) Options | Discount (%) Off Third Party (not OEM Options | Discount (%) Off Third Party (not OEM Options) | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 40 | Parts | Discount (%) Off Parts | Discount (%) Off Parts | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 41 | Extended Warranty | Discount (%) Off Extended Service Maintenance Agreements | Discount (%) Off Extended Service Maintenance Agreements | _____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 42 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle** -- State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 43 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management, Entity Management**
**Record Status: Active**
**DUNS Number: 003984249 OR (DUNS:003984249**

| | | |
|---|---|---|
| ENTITY | Caldwell Automotive Partners, LLC | Status:Active |
| DUNS: 003984249 | +4: | CAGE Code: 6X8E1 DoDAAC: |
| Expiration Date: May 5, 2015 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 800 State Highway 21 E<br>City: Caldwell<br>ZIP Code: 77836-4512 | State/Province: TEXAS<br>Country: UNITED STATES | |

***REVIEWED***
***By Oscar Garza at 8:57 am, Mar 10, 2015***

**AI -48880** **Purchasing Department** **24. A. 2.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Heidi Ortiz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Presentation of sole vendor submitting the most responsible and lowest bid received (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for the purpose of award with approval of contract for RFB titled: Hidalgo County "Lease and/or Service of Portable Toilets": 2015-053-03-11-HGO.

**BACKGROUND**

Contract document was review and approved by Legal Counsel as to form
Recommended sole vendor "Anrige, Inc. DBA: A Clean Portoco

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## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:**

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

**BUDGETARY IMPACT:**

5-1200-431-00-121-005-0-423
5-1100-432-00-121-001-0-423
5-1100-452-00-121-013-0-423
5-1100-452-00-123-008-0-442
5-1100-432-00-124-001-0-442

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## Attachments

COMPLETE CONTRACT
TABULATION SHEET
APPROVAL FROM LEGAL

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:41 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:20 PM |

| | | |
|---|---|---|
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Heidi Ortiz | | Started On: 03/12/2015 10:13 AM |
| Final Approval Date: 03/13/2015 | | |

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-15-053-03-17**

THIS CONTRACT is made and entered into this 17th day of March, 2015 by and between the **County of Hidalgo, Texas** ("County"), and Anrige, Inc. DBA: A Clean Portoco ("Company").

**WHEREAS**, Company responded to request for bids for the "Lease and/or Service of Portable Toilets" (the "Services"); and

**WHEREAS,** Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Anrige, Inc. DBA: A Clean Portoco.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** or its

designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, **(on an as needed basis),** commencing on March 17, 2015 and expiring on March 16, 2016 and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserved the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured

(with the coverage and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**100 E. Cano**
**Edinburg, Texas 78539**

If to Company: **Anrige, Inc. DBA: A Clean Portoco**
**P O Box 531607**
**Harlingen, TX 78553**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not

specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **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.

WITNESS our hands in duplicate originals this _____ day of_____, 2015.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company: Anrige, Inc.
DBA: A Clean Portoco
By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:

_____
Stephen L. Crain

# EXHIBIT "A"

# REQUEST FOR BID (RFB) PROCUREMENT PACKET

**Hidalgo County Purchasing Department**
**New Administration Building**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

February 23, 2015

Participant's name

Address

City

State, Zip Code

**Re:** ***HIDALGO COUNTY***
***"LEASE AND/OR SERVICE OF PORTABLE TOILETS"***
**RFB No*: 2015-053-03-11-HGO***

Dear Participant(s):

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB, Purchasing Agent

Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# REQUEST FOR BIDS (RFB)

## *Hidalgo County*

***"LEASE AND/OR SERVICE OF PORTABLE TOILETS"***

***RFB NO:* 2015-053-03-11-HGO**

## Table of Contents



| Item | Description | No. of Pages |
|---|---|---|
| 1. | **Request for Bid Letter** | **1** |
| 2. | **Request for Bid, Legal Notice** | **8** |
| 3. | **Exhibit "A"- Specifications/Requirements** | **5** |
| 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 Service Contract** | **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 or via email to heidi.ortiz@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 23, 2015
Date

# REQUEST FOR BIDS

## HIDALGO COUNTY
## "Lease and/or Service of Portable Toilets"

## BID OPENING DATE:
March 11, 2015
9:30 A.M.
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information
Heidi Garcia Ortiz, Buyer III
(956) 292-7000 Ext 4877
Heidi.ortiz@co.hidalgo.tx.us

LEGAL NOTICE **BID NO:-2015-053-03-11-HGO**

1. Sealed bids will be received for **HIDALGO COUNTY (ALLFUNDING SOURCES PROGRAMS & ENTITIES) – "Lease and/or Service of Portable Toilets"** 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-2015-053-03-11-HGO HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Lease and/or Service of Portable Toilets"** and in County's Purchasing Department, 2812 S. Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH, 11, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2015-053-03-11-HGO RFB-HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "LEASE AND/OR SERVICE OF PORTABLE TOILETS"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to:
   A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements;
   B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and
   C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "LEASE AND/OR SERVICE OF PORTABLE TOILETS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **MARCH 11 , 2015** |
| Award of Contract | _____, 2015 |
| Commence Work or Deliver Products | _____, 2015 |

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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assign to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY**
**"Lease and/or Service of Portable Toilets"**
**BID NO.: 2015-053-03-11-HGO**

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"**

Specifications/Requirements

Hidalgo County

***"Lease and/or Service of Portable Toilets"***

RFB No. 2015-053-03-11-HGO

## I. SCOPE OF WORK:

Hidalgo County is seeking bids for ***"Lease and/or Service of Portable Toilets"*** in accordance with the specifications/requirements specified herein. The County's goal is to provide clean, non-offensive portable toilet units of sufficient strength and design to ensure complete user safety and privacy.

## A. SPECIFICATIONS/REQUIREMENTS:

Performance-includes, but is not limited to the following:

1. The Contractor shall provide portable toilet rentals to be delivered and set up as requested by County through County purchase order (PO) issued by using department.

2. The Contractor shall designate a single company representative as the contact person for all equipment requests. The designated representative shall advise the County on equipment availability, shall confirm each rental, and shall schedule setup and removal of all equipment ordered under this contract.

3. The Contractor shall identify a contact person with a day and evening telephone number for emergency communications resulting from severe weather, faulty equipment, and all problems associated with the rental. If a change in the company representative occurs, the Contractor shall immediately notify Hidalgo County.

4. Hidalgo County reserves the right to inspect and approve all portable toilet units before installation and requires replacement, or removal, of portable toilet units which for any reason are not considered acceptable. All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.

5. Contractor shall immediately replace any units determined by the County to be of unsafe or unsatisfactory condition.

6. Portable toilets shall be standard, flushable and fully stocked with appropriate supplies.

7. Each portable toilet shall display a record of service clearly identifying personnel performing service and date of service.

8. Contractor shall insure that toilet tissue will be placed in all units at the time of service.

9. All units shall be serviced by pumping, cleaning and adding new chemicals and other supplies.

10. **Each unit shall be equipped with original equipment or the manufacturers' replacement parts. Units with altered or rigged equipment will not be accepted.**

11. Each unit shall be equipped with a working lock system, an occupied/vacant indicator, and a tissue paper holder that is firmly attached to the unit per manufacturers' specification. The seat cover shall be hinged and in working order. All other equipment shall be in working order.

12. The equipment shall meet or exceed all applicable health and safety standards.

13. The equipment shall be subject to crowd traffic and must withstand heavy use.

14. Contractor shall notify County immediately in the case of vandalized unit(s) and vice versa.

15. Contractor shall be responsible for any repair/replacement of unit(s) in the event of damage or loss due

to vandalism.

16. Portable toilet units shall be constructed of modern materials that are extremely tough and resist cracking and breaking in extreme heat. Additionally, they shall be impact resistant and bend without breaking to minimize damage of handling and vandalism.

17. Design of the units shall be of modular design to facilitate on-site replacement of components and minimize maintenance or replacement down time.

18. Minor repairs of units will be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 48 hours.

19. Units which have been overturned shall be righted by the Contractor at no charge to the County.

20. Interior space shall provide maximum user comfort, sufficient to facilitate tall people, older people and parents with children.

21. Odor free design, the receptacle tank shall be designed to control spillage, leakage and entrap odors. The unit's interior shall be vented sufficiently to assure that the unit is non-offensive.

22. Types of units to be quoted include:

    a. Regular Unit – Portable single toilet

    b. Handicap Accessible Unit – Portable, single toilet, to be accessible per the Americans with Disabilities Act (ADA) regulations.

    c. Trailer Mobile Single Toilet Unit

    d. Hand Washing Stations

***ALL UNIT PRICES ARE TO BE QUOTED WITH ALL DELIVERY, SET-UP, SUPPLIES AND WASTE DISPOSAL CHARGES INCLUDED.***

23. Contractor shall accept full responsibility for the installation and efficient operation of all equipment used.

24. Contractor shall provide an adequate number of personnel to properly service all units.

25. Contractor shall not permit disorderly conduct or violation of any ordinances of the County or Cities in the County or of any State or Federal Law, or of a sort likely to bring discredit upon County.

26. Contractor's employees shall at all times be polite and courteous in the dealings with patrons of County.

**SERVICE ON COUNTY OWNED PORTABLE TOILETS**

***Contractor shall service by pumping, cleaning and adding new chemicals to six (6) portable toilets, already owned by County, and any additionally acquired portable toilets on an as needed basis.***

## REQUIREMENTS, TERMS & CONDITIONS

1. Awarded vendor or vendors shall provide services for one year (1) with the County of Hidalgo Contract. Hidalgo County reserves the right to extend the contract for one (1) additional year, under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

2. **Hidalgo County** reserves the right to continue this bid for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County with a thirty (30) day written notice prior to any cancellation.

4. **Hidalgo County** reserves the right to award the bid to MULITPLE bidders if the County determines it is in its best interest to do so.

5. **Hidalgo County** reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

6. The awarded vendor will maintain all insurance requirements and its limits throughout the agreement term, as described and listed in Exhibit "C" Insurance requirements.

## MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must affirmatively demonstrate their responsibility and must meet the following requirements:

1) Have adequate financial resources, or the ability to obtain such resources as required;
2) Be able to comply with the required or proposed delivery schedule;
3) Have a satisfactory record of performance;
4) Have a satisfactory record of integrity and ethics;
5) Be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

## INSTALLATION and REMOVAL:

1. Portable toilets will be installed at locations designated by County; however, title ownership of each unit shall be retained by the Contractor, who shall be responsible for the unit(s) at all times and in all respects. Hidalgo County will not own the unit(s) in conjunction with this contract. Contractor shall bear all costs to deliver, install, stock, maintain, repair, service and remove all unit(s) placed under this contract, including replacement unit(s).

**BID AWARD:**

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

**PERFORMANCE OF CONTRACT:**

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.

**OTHER TERMS & CONDITION AND REQUIREMENTS:**

1) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new co-operatives whenever it is in the County's best interest to do so.

2) Any contract awarded to a successful bidder will be in effect until;
    1.) The contract expires
    2.) Delivery acceptance of products and/or performance of services ordered, or
    3.) Terminated by County with thirty (30) day's written notice prior to cancellation.

## Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

**Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

A Vendor must tie any price change clause to an industry-wide or otherwise national recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION/QUESTIONS TO TERMS AND CONDITIONS:**

1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Heidi Ortiz, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to heidi.ortiz@co.hidalgo.tx.us by no later than **March 4, 2015 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than **March 6, 2015 by 5:00 p.m.**

3) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

# EXHIBIT "B"

**HIDALGO COUNTY**
**"LEASE AND/OR SERVICE OF PORTABLE TOILETS"**
**BID NO.: 2015-053-03-11-HGO**

## BID PAGE

| No. | Description | Unit Price |
|---|---|---|
| 1. | Regular Unit Daily Rental | $ |
| 2. | Regular Unit Weekly Rental - 1 Cleaning per Week | $ |
| 3. | Regular Unit Weekly Rental - 2 Cleanings per Week | $ |
| 4. | Regular Unit Weekly Rental - 1 Cleaning per Day | $ |
| 5. | Regular Unit Weekend Rental – 1 Cleaning per Day | $ |
| 6. | Regular Unit Weekend Rental – 1 Cleaning per Weekend | $ |
| 7. | Handicap Accessible Unit Daily Rental | $ |
| 8. | Handicap Accessible Unit Weekly Rental – 1 Cleaning per Week | $ |
| 9. | Handicap Accessible Unit Weekly Rental – 2 Cleanings per Week | $ |
| 10. | Handicap Accessible Unit Weekly Rental – 1 Cleaning per Day | $ |
| 11. | Handicap Accessible Unit Weekend Rental – 1 Cleaning per Day | $ |
| 12. | Handicap Accessible Unit Weekend Rental – 1 Cleaning per Weekend | $ |
| 13. | Trailer Mobile Single Toilet Unit Daily Rental – 1 Cleaning per Day | $ |
| 14. | Trailer Mobile Single Toilet Unit Weekly Rental – 1 Cleaning per Week | $ |
| 15. | Trailer Mobile Single Toilet Unit Weekly Rental – 2 Cleanings per Week | $ |
| 16. | Trailer Mobile Single Toilet Unit Weekend Rental – 1 Cleaning per Day | $ |
| 17. | Trailer Mobile Single Toilet Unit Weekend Rental – 1 Cleaning per Weekend | $ |
| 18. | Toilet Cleaning Per Day | $ |
| 19. | Hand Washing Station | $ |
| 20. | Service/Cleaning County Owned Portable Toilets | $ |

**BIDDER/COMPANY NAME:** _____

**ADDRESS:** _____

**CITY/STATE/ZIP CODE:** _____

**PHONE & FAX NO.'S:** _____

**CELLULAR & BEEPER NO.'S:** _____

**AUTHORIZED SIGNATURE:** _____

**PRINTED NAME:** _____

**TITLE:** _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED EXP (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | GEN'L AGGREGATE | $ |
| | | | | | PRODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AUTO ONLY AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
|---|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY BID PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# EXHIBIT "D"

## 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.**<br>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).<br>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.<br>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<br>Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 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:_____

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HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

---

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-15-053-00-00**

THIS CONTRACT is made and entered into this Anyday day of Any Month ,Year by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

**WHEREAS,** Company responded to request for bids for the "Lease and/or Service of Portable Toilets" (the "Services"); and

**WHEREAS,** Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional

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standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year , **(on an as needed basis),** commencing on Month day , year and expiring on month day, year and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserved the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and

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incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**100 E. Cano**
**Edinburg, Texas 78539**

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for

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any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

DRAFT

19. **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.

WITNESS our hands in duplicate originals this _____ day of_____, 2015.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company:_____

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:

_____
Stephen L. Crain

DRAFT

# EXHIBIT "A"

# REQUEST FOR BID (RFB) PROCUREMENT PACKET

DRAFT

# EXHIBIT "B"

# REQUEST FOR BID

# BID PAGE

DRAFT

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

DRAFT

# EXHIBIT "B"

# REQUEST FOR BID

# BID PAGE

OPENED 3/11/15 @ 9:40am Witnessed

# EXHIBIT "B"

**HIDALGO COUNTY**
**"LEASE AND/OR SERVICE OF PORTABLE TOILETS"**
**BID NO.: 2015-053-03-11-HGO**

## BID PAGE

| No. | Description | Unit Price |
|---|---|---|
| 1. | Regular Unit Daily Rental | $ 75.00 |
| 2. | Regular Unit Weekly Rental - 1 Cleaning per Week | $ 75.00 |
| 3. | Regular Unit Weekly Rental - 2 Cleanings per Week | $ 100.00 |
| 4. | Regular Unit Weekly Rental - 1 Cleaning per Day | $ 75.00 |
| 5. | Regular Unit Weekend Rental – 1 Cleaning per Day | $ 75.00 |
| 6. | Regular Unit Weekend Rental – 1 Cleaning per Weekend | $ 75.00 |
| 7. | Handicap Accessible Unit Daily Rental | $ 125.00 |
| 8. | Handicap Accessible Unit Weekly Rental – 1 Cleaning per Week | $ 125.00 |
| 9. | Handicap Accessible Unit Weekly Rental – 2 Cleanings per Week | $ 155.00 |
| 10. | Handicap Accessible Unit Weekly Rental – 1 Cleaning per Day | $ 125.00 |
| 11. | Handicap Accessible Unit Weekend Rental – 1 Cleaning per Day | $ 125.00 |
| 12. | Handicap Accessible Unit Weekend Rental – 1 Cleaning per Weekend | $ 125.00 |
| 13. | Trailer Mobile Single Toilet Unit Daily Rental – 1 Cleaning per Day | $ 75.00 |
| 14. | Trailer Mobile Single Toilet Unit Weekly Rental – 1 Cleaning per Week | $ 75.00 |
| 15. | Trailer Mobile Single Toilet Unit Weekly Rental – 2 Cleanings per Week | $ 100.00 |
| 16. | Trailer Mobile Single Toilet Unit Weekend Rental – 1 Cleaning per Day | $ 75.00 |
| 17. | Trailer Mobile Single Toilet Unit Weekend Rental – 1 Cleaning per Weekend | $ 75.00 |
| 18. | Toilet Cleaning Per Day | $ 25.00 |
| 19. | Hand Washing Station | $ 25.00 |
| 20. | Service/Cleaning County Owned Portable Toilets | $ 25.00 |

**BIDDER/COMPANY NAME:** Anrise Inc DBA: A Clean Portoco
**ADDRESS:** PO Box 5311607
**CITY/STATE/ZIP CODE:** Harlingen TX 78553
**PHONE & FAX NO.'S:** (956) 230-1370
**CELLULAR & BEEPER NO.'S:** (956) 592-5977
**AUTHORIZED SIGNATURE:**
**PRINTED NAME:** Michael Perez
**TITLE:** President

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|---|
| PRODUCER<br>IBTX Risk Services SAT<br>5726 Hausman Road Suite 100<br><br>San Antonio TX 78249 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (210) 696-6688 FAX (A/C, No):<br>E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : American Fire and Casualty Com | |
| INSURED<br>Anrige, Inc. dba A Clean Portoco<br><br>PO Box 531607<br><br>Harlingen TX 78553 | INSURER B : Travelers Indemnity Co of CT | 25682 |
| | INSURER C : Ohio Casualty Insurance Compan | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 17232 **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 | | | BKA55618905 | 6/24/2014 | 6/24/2015 | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | Y8103F578593TCT14 | 12/15/2014 | 12/15/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | [ ] UMBRELLA LIAB [X] OCCUR | | | ESO 55618905 | 6/24/2014 | 6/24/2015 | EACH OCCURRENCE | $ 1,000,000 |
| | X EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | [ ] 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)

General Liability & Auto Liability policies include blanket automatic additional insured endorsements (#CG88100413, #CAT3530310) that provide this feature only when there is a written contract between named insured & certificate holder that requires such status. General Liability & Auto Liability policies include blanket automatic waiver of subrogation endorsement (#CG88100413, #CAT3530310) that provides this feature only when there is a written contract between named insured & certificate holder that requires such status. Primary Non-Contributory wording per endorsement (#CG88100413)

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Dept
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

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**b.** The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

**2.** Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

**6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

**a.** Any one premise:

**(1)** While rented to you; or

**(2)** While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

**b.** Contents that you rent or lease as part of a premises rental or lease agreement.

**3.** As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

**E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

**(b)** The expenses are incurred and reported within three years of the date of the accident; and

**F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

**1.** Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

**b.** Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**2.** Paragraph **1.d.** is replaced by the following:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

**G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

**1.** Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

**a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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**b.** Premises or facilities rented by you or used by you; or

**c.** The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

**d.** Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

**(1)** This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

**(2)** This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

**(3)** Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

**(a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

**(b)** The construction, erection, or removal of elevators; or

**(c)** The ownership, maintenance, or use of any elevators covered by this insurance.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

**(1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

**a.** "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

**b.** "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

**c.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**(1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**d.** "Bodily injury" or "property damage" occurring after:

**(1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**e.** Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaratio ns.

H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

**a.** The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

   An additional insured under this endorsement will as soon as practicable:

   **a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

   **b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

   **c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

   **d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**
**WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

**(1)** "Bodily injury" or "personal and advertising injury":

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

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**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a.** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/02/2015

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**

TEE & GEE UNDERWRITING MANAGERS, LP
8131 LBJ FREEWAY
SUITE 750
DALLAS, TX 75251

CONTACT NAME: SANDRA POLANCO
PHONE (A/C, No, Ext): 956-928-0688 FAX (A/C, No): 956-928-0963
E-MAIL ADDRESS: SANDRA@CORPSOLPEO.COM

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : GREAT MIDWEST INSURANCE COMPANY | 18694 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

HR RISK OF TEXAS, INC.
L/C/F ANRIGE, INC. DBA A CLEAN PORTOCO
4040 BROADWAY, SUITE 103
SAN ANTONIO, TX 78209

**COVERAGES** **CERTIFICATE NUMBER:** 49 **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: | | | | | | | $ |
| | 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 | | | WC00066681-01 | 1/1/2015 | 1/1/2016 | X PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

COVERAGE IS EXTENDED TO THE LEASED EMPLOYEES OF ALTERNATE EMPLOYER (TEXAS OPERATIONS ONLY): **ANRIGE, INC. DBA A CLEAN PORTOCO**

**CERTIFICATE HOLDER**

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS 281
EDINBURG, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam Goldberg

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# HIDALGO COUNTY PURCHASING DEPARTMENT
## *TABULATION SHEET*

**DEPARTMENT NAME:** ***HIDALGO COUNTY –"Lease and/or Service of Portable Toilets"***

| **BID OPENING DATE: March 11, 2015** | **BID OPENING TIME: 9:30 A.M.** |
|---|---|
| **BID No.: 2015-053-03-11-HGO** | **BUYER: Heidi Ortiz** |

| Item | Tejas Equipment Rental | Anrige, Inc. dba A Clean Portoco | Prime Vendor, Inc. | Waste Partners Environmental |
|---|---|---|---|---|
| Regular Unit Daily Rental | N/A | $75.00 | N/A | N/A |
| Regular Unit Weekly Rental 1 Cleaning Per Week | N/A | $75.00 | N/A | N/A |
| Regular Unit Weekly Rental 2 Cleanings Per Week | N/A | $100.00 | N/A | N/A |
| Regular Unit Weekly Rental 1 Cleaning Per Day | N/A | $75.00 | N/A | N/A |
| Regular Unit Weekend Rental 1 Cleaning Per Day | N/A | $75.00 | N/A | N/A |
| Regular Unit Weekend Rental 1 Cleaning per Weekend | N/A | $75.00 | N/A | N/A |
| Handicap Accessible Unit Daily Rental | N/A | $125.00 | N/A | N/A |
| Handicap Accessible Unit Weekly Rental 1 Cleaning per Week | N/A | $125.00 | N/A | N/A |
| Handicap Accessible Unit Weekly Rental 2 Cleanings per Week | N/A | $155.00 | N/A | N/A |
| Handicap Accessible Unit Weekly Rental 1 Cleaning per Day | N/A | $125.00 | N/A | N/A |

| | | | | |
|---|---|---|---|---|
| **Handicap Accessible Unit Weekend Rental 1 Cleaning per Day** | **N/A** | **$125.00** | **N/A** | **N/A** |
| **Handicap Accessible Unit Weekend Rental 1 Cleaning per Weekend** | **N/A** | **$125.00** | **N/A** | **N/A** |
| **Trailer Mobile Single Toilet Unit Daily Rental 1 Cleaning per Day** | **N/A** | **$75.00** | **N/A** | **N/A** |
| **Trailer Mobile Single Toilet Unit Weekly Rental 1 Cleaning per Week** | **N/A** | **$75.00** | **N/A** | **N/A** |
| **Trailer Mobile Single Toilet Unit Weekly Rental 2 Cleanings per Weed** | **N/A** | **$100.00** | **N/A** | **N/A** |
| **Trailer Mobile Single Toilet Unit Weekend Rental 1 Cleaning per Day** | **N/A** | **$75.00** | **N/A** | **N/A** |
| **Trailer mobile single Toilet Unit Weekend Rental 1 Cleaning per Weekend** | **N/A** | **$75.00** | **N/A** | **N/A** |
| **Toilet Cleaning per Day** | **N/A** | **$25.00** | **N/A** | **N/A** |
| **Hand Washing Station** | **N/A** | **$75.00** | **N/A** | **N/A** |
| **Service/Cleaning County Owned Portable Toilets** | **N/A** | **$25.00** | **N/A** | **N/A** |

**Zimbra** **heidi.ortiz@co.hidalgo.tx.us**

# RE: Contract Review and Approval - Hidalgo County - "Lease and/or Service of Portable Toilets"

**From :** Steve Crain <scrain@atlashall.com> Thu, Mar 12, 2015 04:39 PM

**Subject :** RE: Contract Review and Approval - Hidalgo County - "Lease and/or Service of Portable Toilets"

**To :** 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

The agreement is fine.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Thursday, March 12, 2015 4:23 PM
To: Steve Crain
Subject: Fwd: Contract Review and Approval - Hidalgo County - "Lease and/or Service of Portable Toilets"

From the desk of:
Heidi Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4877
(956) 318-2626
(956) 292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Heidi Ortiz" <heidi.ortiz@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Thursday, March 12, 2015 4:12:17 PM
Subject: Contract Review and Approval - Hidalgo County - "Lease and/or Service of Portable Toilets"

Mr. Crain:

Attached you will find the contract and the RFB package for your review and approval. I am attempting to secure placement on CC Agenda for March 17th as this service will be required by the 28th of March.

Sincerely,

Heidi Garcia Ortiz

From the desk of:
Heidi Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4877
(956) 318-2626
(956) 292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

---

**AI -48866** **Purchasing Department** **24. A. 3.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

A. Pursuant to action taken by HCCC 03-03-15 Regular Agenda 6.F. AI#48701 under TxLGC, Ch/Sect. 381.004(b)(6) & (c)(1), requesting exemption from competitive procurement requirements under TxLGC, Ch/Sect. 262.024(a)(10), 'work performed under a contract for community and economic development made by a county';

B. Acceptance and approval of an agreement between Hidalgo County and VIDA for the administration of the "**A**dvancing **C**areer **E**ducation (**ACE**) Initiative" for the Hidalgo County Literacy Program subject to legal counsel's, HC-DA/Civil Div. final approval.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-415-00-115-002-0-843

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

**BUDGETARY IMPACT:**

Funds available as of 3-13-15

## Attachments

Back-up for AI

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:32 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:18 PM |
| Ivan Cantu | Ivan Cantu | 03/13/2015 03:32 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Marty Salazar | | Started On: 03/11/2015 02:29 PM |
| Final Approval Date: 03/13/2015 | | |

**AGENDA**
**CC REGULAR**
**HIDALGO COUNTY**
**COMMISSIONERS COURT MEETING**
**March 3, 2015**
**9:30 A.M.**

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

1. **Roll Call**

   All members of the Court were counted present.

2. **Pledge of Allegiance - Veterans of Foreign Wars Sgt. Benito Alaniz Post 7473 Color Guard**

3. **Prayer**

   Virginia Townsend led the Court and Audience in Prayer. Judge Garcia requested a moment of silence in honor and memory of Mrs. Nelva Salinas, mother of Monica Badillo.

4. **Approval of Consent Agenda**

   The Court moved to approve the Consent Agenda for the exception of Items 4.D, 4.Y, 9.A, and 9.E to be pulled for discussion.

5. **Open Forum**

   Fern McClaugherty expressed her concern on how the new courthouse, the hospital district, and new educational centers will affect the taxpayers.

   Opal Billman stated that the court took her community property and all they owned and sold it when her husband passed away prior to their divorce being final.

   Virginia Townsend implored the Court not to raise taxes.

   Marta Sanchez , LUPE and ARISE, expressed her gratitude for the commitment of the Court and all the departments whom have helped in the colonia improvement efforts.

   *The Court proceeded to Item 23.A.5.*

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

   A. **AI -48689** Resolution in honor of Eugene Gutierrez, a member of the first Special Service Force during World War II, for receiving a Congressional Gold Medal

   Mr. Eugene Gutierrez was saluted for being awarded the Congressional Gold Medal for meritorious service to the United States of America as a member of the first commando unit. The medal was awarded to Mr. Gutierrez and Canadian Charles Mann, who together accepted the medal on behalf of their fellow Forcemen, at a special ceremony held on Tuesday, Feb. 3, at the U.S. Capitol, Emancipation Hall, in Washington D.C. The Congressional Gold Medal is the highest civilian honor the United States Congress can bestow. He was honored by the Court for being a hero of World War II who helped free the world of tyranny as a member of the 1st Special Service Force. He thanked the servicemen from various veterans organizations that attended the meeting in support of his recognition.

   On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

   **Vote:** 5 - 0 - Unanimously

   B. **AI -48691** Resolution supporting a proposed affordable housing community - Project La Palmilla

   On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

   **Vote:** 5 - 0 - Unanimously

   C. **AI -48693** Resolution supporting a proposed affordable housing community - The Heights

   On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

D. **AI -48707** Resolution in support of Senator Juan Hinojosa's Border Security Plan

Commissioner Joseph Palacios stepped away from the meeting.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

E. **AI -48700** 1. Approval to rescind action taken on 2/17/15 appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term (Pct. #2 appointment only)

NO ACTION taken on this Item.

Commissioner Joseph Palacios joined the meeting.

2. Appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term, effective March 3, 2015.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval to reappoint Sandra Solis on behalf of Precinct 4.

**Vote:** 5 - 0 - Unanimously

F. ✓ **AI -48701** Discussion, consideration, and approval of the creation of the Hidalgo County Literacy Program, as authorized under Section 381.004(b)(6) of the Texas Local Government Code.

**APPROVED**

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

G. **AI -48708** Discussion regarding communication from Texas Department of Housing & Community Affairs in reference to grant funding for Community Service Agency (CSA)

Mr. Jaime Longoria, County Judge's Office, informed the Court and Public of a notification from Texas Department of Housing & Community Affairs (TDHC) regarding the Community Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG). He explained that the CEAP enables the County to assist residents with utility bills and were informed that the funding was underutilized, subsequently being returned to TDHC. They also addressed the CSBG funding which is rolling over from year to year. TDHC has asked that the county to develop a plan with the Director of the Community Service Agency (CSA), Ms. Maribel Navarro, to utilize the funding to it's potential. Judge Garcia asked Ms. Navarro what factors are affecting the lack of expending the funds and what needed to be done to prevent the under-utilization. She explained that although they have spent nearly over 4 to 5 million dollars each year in the past 3 years, they have been unable to expend all the funds due to the inability to reach out and identify all needy citizens. She stated that the program needs to expand to other areas to be able to service citizens from all parts of the county. Judge Garcia suggested that Ms. Navarro contact the precincts to assist in identifying those families in need. She stated that staff retention is also an issue due to workload and low salaries. Ms. Virginia Townsend asked if the program has a committee and Ms. Navarro replied that there is an advisory board. Judge Garcia commented that perhaps a advisory committee or members of each precinct should be come together to produce outreach efforts in all areas of the county. Ms. Navarro informed the Court that they do have a satellite office in Precinct 3 that functions very well and hoped she could do the same in the other precincts. Mr. Longoria stated that Ms. Chris Trevino will be gathering County staff to join in the efforts of finding a solution for the Community Service Agency.

H. **AI -48709** Discussion, consideration, and action authorizing the County Judge to submit a notice of intent to Texas Historical Commission and/or applicable office/agency to demolish the existing 1954 Hidalgo County Courthouse after the completion of a new Hidalgo County Courthouse.

Judge Garcia stated that is only a letter notifying the Texas Historical Commission of the possible demolition of the current building once the new Courthouse has been constructed if that is the decision the Court makes at a later time.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

*The Court proceeded to the Consent Agenda.*

7. **District Courts:**

**AI -48701** **County Judge's Office** **6. F.**

**CC - REGULAR**

**Meeting Date:** 03/03/2015

**Submitted For:** Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

**Department:** COUNTY JUDGE

## Information

**CAPTION**

Discussion, consideration, and approval of the creation of the Hidalgo County Literacy Program, as authorized under Section 381.004(b)(6) of the Texas Local Government Code.

**BACKGROUND**

## Fiscal Impact

## Attachments

Legal approval

Hidalgo County Literacy Program

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/27/2015 03:02 PM |
| Purchasing Department | Monica Badillo | 02/27/2015 05:55 PM |
| Form Started By: Michael Leo | | Started On: 02/27/2015 02:21 PM |
| Final Approval Date: 02/27/2015 | | |

# Texas Local Government Code 381.004 – Community and Economic Development Programs in Certain Counties

(a) In this section:

(1) "Another entity" includes the federal government, the State of Texas, a municipality, school or other special district, finance corporation, institution of higher education, charitable or nonprofit organization, foundation, board, council, commission, or any other person.

(2) "Minority" includes blacks, Hispanics, Asian Americans, American Indians, and Alaska natives.

(3) "Minority business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by members of one or more minorities.

(4) "Women-owned business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by one or more women.

(b) To stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in the county;

(4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded county contracts;

(6) to support comprehensive literacy programs for the benefit of county residents; or

(7) for the encouragement, promotion, improvement, and application of the arts.

(c) The commissioners court may:

(1) contract with another entity for the administration of the program;

(2) authorize the program to be administered on the basis of county commissioner precincts;

(3) use county employees or funds for the program; and

(4) accept contributions, gifts, or other resources to develop and administer the program.

(d) A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The legislature may appropriate unclaimed money the comptroller receives under Chapter 74, Property Code, for a county to use in carrying out a program established under this section. To receive money for that purpose for any fiscal year, the county must request the money for that fiscal year. The amount a county may receive under this subsection

for a fiscal year may not exceed an amount equal to the value of the capital credits the comptroller receives from an electric cooperative corporation on behalf of the corporation's members in the county requesting the money less an amount sufficient to pay anticipated expenses and claims. The comptroller shall transfer money in response to a request after deducting the amount the comptroller determines to be sufficient to pay anticipated expenses and claims.

(f) The commissioners court of a county may support a children's advocacy center that provides services to abused children.

(g) The commissioners court may develop and administer a program authorized by Subsection (b) for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation. The execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211, Tax Code, as if the commissioners court were a governing body of a municipality.

(h) The commissioners court may develop and administer a program authorized by Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

# Texas Local Government Code 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.

**AI -48830** **Purchasing Department** **24. A. 4.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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**Information**

**CAPTION**

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C)-an item that only be obtained from one source;

B. Requesting approval of a ***"Sole Source Declaration"*** for **CSS Technology, Inc**. d/b/a **EN-1 Roadbond Service Company** for the provisions of "**EN-1 Road Stabilizer Material**" for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources) with said declaration to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court;

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase **EN-1 Road Stabilizer Material** offered only from **CSS Technology, Inc.** d/b/a **EN-1 Roadbond Service Company** as sole sourced herein.

**BACKGROUND**

1. Hidalgo County has for the past 7 years has advertised a competitive procurement sealed bid for this product;
2. Every year has resulted in a sole bid submitted and contracted;
3. This year Purchasing and Pct. attempted seek information from possible vendors that can bid on the product but the supporting documentation confirms that a sole source in most appropriate for this product.

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**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

***Funding Source to be provided by user department within Hidalgo County as required (on an as needed basis)..

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**Attachments**

Quotes obtained(No Bids) Do Not Have Material
Yrs 2006-2013--Sole Bid by Roadbond Svc Co
email
sole source
affidavit
memo

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/11/2015 05:39 PM |
| Budget & Management | Veronica Ortiz | 03/12/2015 07:32 AM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Letty Saenz | | Started On: 03/10/2015 01:24 PM |
| Final Approval Date: 03/13/2015 | | |

**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

---

**Fwd: EN-1**

---

**From :** Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>
**Subject :** Fwd: EN-1
**To :** Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>
**Cc :** John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>

Letty,

Please see below emails, as per your request.

Thank you,

Marcie Jackson
Accounts Payable Assistant Supervisor
Hidalgo County Precinct No.1
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

**From:** "Kristy Conner" <kristyc@fmitex.com>
**To:** "johnpaul lugo" <johnpaul.lugo@co.hidalgo.tx.us>
"Marcie Jackson" <marcie.jackson@co.hidalgo.tx.us>
**Sent:** Wednesday, March 03, 2015 01:46:11 PM
**Subject:** EN-1 Stablizer

Mr. Lugo

We regret to inform you that we don't have the material EN-1 that you are currently looking for

Kristy Conner
Frontera Materials, INC
PO Box 1449
Elsa TX, 78543
956-316-8955

---

**From:** "Candace Rodriguez" <candace.rodriguez@hanescompanies.com>

**To:** "johnpaul lugo" <johnpaul.lugo@co.hidalgo.tx.us>
**Sent:** Friday, February 27, 2015 11:26:33 AM
**Subject:** EN1

I regret to inform you that we do not carry this EN1 Road Stabilizer.

Thanks,

*Candace Rodriguez*
**Hanes Geo Components**
www.hanesgeo.com
4101 S. Industrial Dr. # 100
Austin, TX 78744
Office: (512) 670-2050
Fax: (512) 670-2035

---

**From:** "Corby Pease" <corby@geosolutionsinc.com>
**To:** "johnpaul lugo" <johnpaul.lugo@co.hidalgo.tx.us>
**Sent:** Friday, February 27, 2015 1:27:54 PM
**Subject:** EN-1

Mr. Lugo,
Thanks for your enquiry this morning about the product EN-1. I am sorry to inform you that we don't carry mater

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| | |
|---|---|
| **DEPARTMENT NAME: HIDALGO COUNTY** | |
| **BID OPENING DATE: December 06, 2006** | **BID OPENING TIME: 9:30 A.M.** |
| **DESCRIPTION OF BID: "EN-1 ROAD STABILIZER MATERIAL"** | |
| **BID NO: 2006-281-12-06-MSS** | |

| BID NO. | NAME OF COMPANY | PRICE | PRICE PER 5 GALLON *CONTAINER* |
|---|---|---|---|
| **1.** | **EN-1, LLC, /DBA Roadbond Service Company Harlingen, TX** (sole bidder) | **$65.00 gal** | **$325.00** |
| **2.** | | | |
| **3.** | | | |
| **4.** | | | |
| **5.** | | | |
| **6.** | | | |
| **7.** | | | |
| **8.** | | | |
| **9.** | | | |
| **10.** | | | |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: Hidalgo County(County- Wide)**

**BID OPENIG DATE: February 25, 2009** | **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: RFB-EN-1 Road Stabilizer Material-Hidalgo County**

**BID NO: 2009-018-02-25CGV**

| RFB# | NAME OF COMPANY | Unit Price | ADDENDUM |
|---|---|---|---|
| #01 | Road Bond Service Co. Harlingen, Tx (sole participant) | $375.00 per Five (5) gal. containers | |
| #02 | | | |
| #03 | | | |
| #04 | | | |
| #05 | | | |
| #06 | | | |
| #07 | | | |
| #08 | | | |
| #09 | | | |
| #10 | | | |

# PURCHASING DEPARTMENT
## County Of Hidalgo

## MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: February 26, 2009

RE: RFB- "EN-1 Road Stabilizer Material for Hidalgo County "

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet and the sole bid received regarding the above reference project.

Please make any recommendations including budget information as soon as possible in order to place on the next Commissioner's Court meeting.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 9-1201-431-00-121-035-0-673
9-1336-431-00-121-041-0-731 PRECINCT NO: 1

Noe Montes 2/26/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.**

Total
9 pages

# PURCHASING DEPARTMENT
## County Of Hidalgo

## MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

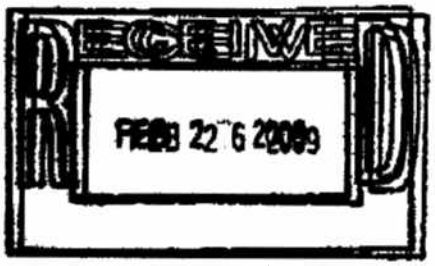
TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: February 26, 2009

RE: RFB- "EN-1 Road Stabilizer Material for Hidalgo County "




Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet and the sole bid received regarding the above reference project.

Please make any recommendations including budget information as soon as possible in order to place on the next Commissioner's Court meeting.

If you have any questions, please call me at 318-2626.

APPROVE ☒ DISAPPROVE ☐

FUNDS AVAILABILITY: X Yes ____ No ____ Other (specify)____

BUDGET ACCOUNT #: ____ PRECINCT NO: 2

Ricardo Cuellar — Ricardo Cuellar — 2/28/09

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.**

Total 9 pages

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County (County- Wide)

BID OPENIG DATE: August 25, 2010 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: RFB-EN-1 Road Stabilizer Material-Hidalgo County

BID NO: 2010-109-08-25CGV

| RFB# | NAME OF COMPANY | Unit Price |
|---|---|---|
| #01 | Roadbond Service Company<br>Harlingen, Texas (sole bidder) | $375.00 per 5 gallon containers |
| #02 | | |
| #03 | | |
| #04 | | |
| #05 | | |
| #06 | | |
| #07 | | |
| #08 | | |
| #09 | | |
| #10 | | |

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

TO: Mr. Raul Lozano
Hidalgo County Prct. 1

FROM: Cris Villarreal, Buyer III
Hidalgo County Purchasing Department

DATE: August 27, 2010

RE: RFP No.: 2010-2109-08-25CGV-EN-1 Road Stabilizer Material " project

Enclosed, for your review, comments and recommendations, please find a copy of the sole response received for the above referenced project.

We ask that you provide us with your recommendation memo along with your budget information of said project so that we can proceed to award project.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: X Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT #: 0-1200-431-00-121-005-0-673 DEPT NAME: Precinct 1

Raul Lozano 08/27/2010

AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

TO: Hon. A. C. Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: Raul Lozano, Chief Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

FROM: Cris Villarreal, Buyer III
Hidalgo County Purchasing Department

DATE: September 7, 2010

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Domingo "Mingo" Villarreal, Pct. Coordinator

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

RE: RFB No.: 2010-109-08-25CGV-EN-1 Road Stabilizer Material for Hidalgo County" project

Enclosed, for your review, comments and recommendations, please find a copy of the sole response received for the above referenced project.

We ask that you provide us with your recommendation memo along with your budget information of said project so that we can proceed to award project.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT #: 0-1200-431-00-123-005-0-131 DEPT. NAME: Pct #3

R. Cuellar, M. Flores — 9-7-10

AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.**
Enclosures

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County (County- Wide)

BID OPENIG DATE: November 16, 2011 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: RFB-EN-1 Road Stabilizer Material-Hidalgo County

BID NO: 2010-268-11-16CGA

| RFB# | NAME OF COMPANY | Unit Price |
|---|---|---|
| #01 | CSS Technology Inc. (sole bidder) d/b/a Roadbond Service Company | $400.00 per 5-gallon container |
| #02 | | |
| #03 | | |
| #04 | | |
| #05 | | |
| #06 | | |
| #07 | | |
| #08 | | |
| #09 | | |
| #10 | | |

*HIDALGO COUNTY PURCHASING DEPARTMENT*
*PARTICIPATING RESPONDENT'S LOG*
*REQUIREMENTS/RFP PACKETS*

*IBF-RFP-RFQ-RFI*

RFB OPENING DATE: November 16, 2011 RFB OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "RFB EN-1 Road Stabilizer Material-Hidalgo County"

RFB NO: 2011-268-11-16-CGA

| NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME | PROPOSAL REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s |
|---|---|---|---|---|
| 1. RoadBond Serv. Co. Roy Alvarez Jr. | VIA email | Rava1954@aol.com 956-490-7528 Fax: 412-0061 | 10-31-11 | 1729 Evergreen Court Harlingen, Tx 78550 |
| 2. Prime Vendor Inc | Via email | bids17@prime-vendor.com Phone: 800 746-9554 Fax: 800 746-8307 | 10-31-11 | 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 |
| 3. Jonathan Winkelman | VIA email | jonathan.winkelman@gmail.com 512.665.2085 | 10-31-11 | |
| 4. Virtual Builder's Exchange Edith Carmona | via Email | edith@virtualbx.com | 10-31-11 | 4047 Naco-Perrin Ste. 100 San Antonio, TX 78217 210) 918-1117 direct line (210) 564-6900 phone |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

TABULATION SHEET
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
BID NO.: 2013-159-09-25-MEG

| BID PRICE | |
|---|---|
| **VENDOR** | Roadbond Services Company<br>Tolar, Texas |
| **EN-1 ROAD STABILIZER**<br>**(5 gal containers)** | **$ 425.00 per 5 gallon container**<br>(sole bidder) |

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFQ**

**BID OPENING DATE:** **September 25, 2013** **BID OPENING TIME:** **9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:** EN-1 ROAD STABILIZER MATERIAL
**BID NO:** **2013-159-09-25-MEG**

| NAME OF BIDDER: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT | DATE | ADDRESS E-MAIL & PHONE NO |
|---|---|---|---|---|
| RoadBond Serv. Co.<br>Roy Alvarez Jr.<br>Ralva1954@aol.com | Email | Elena Gomez | 09/09/13 | 1729 Evergreen Court<br>Harlingen, Tx 78550<br>956-490-7528<br>Fax: 412-0061 |
| J & B Industries<br>Calvin R. Burgess<br>jbchems@aol.com | Email | Elena Gomez | 09/09/13 | 2100 J & B Drive<br>San Benito, Tx 78586<br>956-399-4003 |
| Dallas Roadway Products<br>Kurtis Callahan<br>dallasroadway@yahoo.com | Email | Elena Gomez | 09/09/13 | 18916 Fortson<br>Dallas, TX 75252<br>469-374-1491 |
| Hanes Geo Components<br>Joey Gonzalez<br>Joey.gonzalez@hanescompanies.co | Email | Elena Gomez | 09/09/13 | 210-216-7200 Cell Ph.<br>512-670-2035 Fax |
| PCT Inc, Professional Coating Technologies Inc<br>Jonathan Winkelman<br>jonathan.winkelman@gmail.com | Email | Elena Gomez | 09/09/13 | 1001 Mt Lebanon Rd<br>Cedar Hill TX 75104<br>972.291.7474 |
| Prime Vendor Inc.<br>bids20@prime-vendor.com<br>Kimberly Doumit | Email | Elena Gomez | 09/10/13 | 4622 Cedar Avenue<br>Wilmington NC 28403<br>Phone: 800-746-9554<br>Fax: 800-746-8307 |
| Virtual Builders Exchange<br>Jeannette Olguin<br>jeannette@virtualbx.com | Email | Elena Gomez | 09/11/13 | 4047 Naco Perrin Ste. 100<br>San Antonio, TX 78217<br>phone: 210.564.6900<br>fax: 210.564.6902<br>direct: 210.918.1124 |
| CADCon Corp<br>Juan F. Celis | Email | Sandy Suarez | 09/24/13 | 956-590-3102<br>juanfcelis@gmail.com |

**IN PERSON (IP)**
**E-MAIL (EM)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Department's Recommendation)

**TO** Hon. AC Cuellar Commissioner
Hidalgo County Precinct #1

**FROM:** Elena Gomez, Buyer II
Hidalgo County Purchasing Department

**DATE:** **September 25, 2013**

**RE:** **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-159-09-25-MEG for **HIDALGO COUNTY**
**EN-1 Road Stabilizer Material"**

We have received a **sole responded** in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, October 16, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| 1. Roadhand Service Co. | sole bidder |
| 2. | |

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-121-005-0-673

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Raul Lozano | Pct. 1 | 10/18/13 |

Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Department's Recommendation)

**To:** Hon. Joe Flores Commissioner
Hidalgo County Precinct # 3

**ATTN:** Norma Ceballos

**FROM:** Elena Gomez, Buyer II
Hidalgo County Purchasing Department

**DATE:** **September 25, 2013**

**RE:** **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-159-09-25-MEG for **HIDALGO COUNTY**
**EN-1 Road Stabilizer Material"**

We have received a **sole responded** in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, October 16, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| 1. CSS. Technology | Sole Bidder |
| 2. | |

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-10-123-005-0-673

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Joe M. Flores | Pct #3 | 9/30/13 |

Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Department's Recommendation)

**TO** Hon. Joseph Palacios Commissioner
Hidalgo County Precinct #4

**FROM:** Elena Gomez, Buyer II
Hidalgo County Purchasing Department

**DATE:** **September 25, 2013**

**RE:** **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-159-09-25-MEG for **HIDALGO COUNTY**
**EN-1 Road Stabilizer Material"**

We have received a **sole responded** in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Wednesday, October 16, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| 1. ESS Technology, Inc. dba Road Bond Equip. Co. | Sole Vendor |
| 2. | |

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-124-007-0-731

| Gloria A Beltran | Gloria A Beltran | Pct 4 | 9/ |
|---|---|---|---|
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

Enclosures

**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

## Sole Source Affidavit Form Required-EN-1 Road Stabilizer Material - Hid Co.

**From :** Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us> Mon, Mar 16, 2015 07:15 PM

**Subject :** Sole Source Affidavit Form Required-EN-1 Road Stabilizer Material - Hid Co. 4 attachments

**To :** ralva1954@aol.com

**Cc :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Mr. Alvarez-

Please be advised that we have placed an item for tomorrow's Commissioner's Court agenda **(Tuesday, March 17, 2015)** for approval of a **"Sole Source Declaration"** for: **CSS Technology, Inc.** d/b/a **Roadbond Services** for the purposes of the purchase of**: EN-1 Stabilizer Road Material** for **Hidalgo County.**

However, we are requesting that you please review and complete the ***"sole source affidavit"*** (attached hereto) and submit to the **Hidalgo County Purchasing Department** as soon as possible to ***Attn: Martha Salazar, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Texas 78539*** with copy to via email: leticia.saenz@co.hidalgo.tx.us and martha.salazar@co.hidalgo.tx.us.

Thank you for your prompt attention and cooperation to this important matter and request.

Respectively,

**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..

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**undefined**
343 B



**undefined**
343 B

**SOLE SOURCE AFFIDAVIT-CSS Tech Inc dba Road Bond Svcs (EN-1 Road Stabilizer Mat).pdf**
10 KB

**AI-48830-CC-03-17-15-Sole Source--EN-1 Rd Stabilizer Material-Roadbond Svcs.pdf**
585 KB

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# PENDING CC APPROVAL

**AI -48830** **Purchasing Department** **24. A. 4.**
**CC - REGULAR**
**Meeting Date:** 03/17/2015
**Submitted For:** Marty Salazar, PURCHASING DEPT.
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

## Information

**CAPTION**

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C)-an item that only be obtained from one source;

B. Requesting approval of a ***"Sole Source Declaration"*** for **CSS Technology, Inc**. d/b/a **EN-1 Roadbond Service Company** for the provisions of "**EN-1 Road Stabilizer Material"** for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources) with said declaration to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court;

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase **EN-1 Road Stabilizer Material** offered only from **CSS Technology, Inc.** d/b/a **EN-1 Roadbond Service Company** as sole sourced herein.

**BACKGROUND**

1. Hidalgo County has for the past 7 years has advertised a competitive procurement sealed bid for this product;
2. Every year has resulted in a sole bid submitted and contracted;
3. This year Purchasing and Pct. attempted seek information from possible vendors that can bid on the product but the supporting documentation confirms that a sole source in most appropriate for this product.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

***Funding Source to be provided by user department within Hidalgo County as required (on an as needed basis)..

## Attachments

Quotes obtained(No Bids) Do Not Have Material
Yrs 2006-2013--Sole Bid by Roadbond Svc Co

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/11/2015 05:39 PM |
| Budget & Management | Veronica Ortiz | 03/12/2015 07:32 AM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Letty Saenz | | Started On: 03/10/2015 01:24 PM |
| Final Approval Date: 03/13/2015 | | |

# 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 _____ 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_____. 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/firm:_____.The above named company or firm is the sole source for the following item(s), product(s) or service(s):

   _____

   _____
3. 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).
4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.

***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 _____day of _____, 2015.

_____
NOTARY PUBLIC

_____
PRINTED NAME

_____
MY COMMISSION EXPIRES

COMPANY NAME: _____

ADDRESS, CITY, STATE & ZIP CODE: _____

PHONE: _____ NUMBER: _____

CONTACT NAME AND TITLE: _____

WEB ADDRESS: _____EMAIL: _____

FEDERAL TAX ID NUMBER: _____ TEXAS SALES TAX NUMBER: _____

# PURCHASING DEPARTMENT
County Of Hidalgo

## MEMORANDUM

### "SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: March 17, 2015

Re: "Sole Source Declaration" – CSS Technology, Inc., dba, EN-1 Roadbond Service Company

Hidalgo County has annually procured through a sealed bid for a road stabilizer product for use by Precincts for road construction project on an as needed basis. This sealed bid process has been completed for the last seven (7) years. In all instances, the sole bid received has consistently been EN-l Roadbond Service Company. Although vendors have requested procurement packets every time the item was advertised for sealed bids, none have submitted bids.

Furthermore, Purchasing Department has attached recent requests for information from various vendors and none have been able to provide the product.

Therefore, Hidalgo County declares CSS technology, Inc., dba, EN-1 Roadbond Service Company as the Sole Source for the purchase of road stabilizer product/material on an as needed basis for those user departments that require it for the purpose of road construction or maintenance.

This authority to purchase this product by Hidalgo County Elected Offices, Programs or Agencies (through all funding sources) will remain in effect unless otherwise revoked by HCCC.

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

**AI -48628** **Purchasing Department** **24. A. 5.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

Presentation of bids received (as detailed in tabulation sheet contained herein) for the purpose of awarding to the responsible vendors submitting lowest /best bids and meeting all specifications and/or requirements including the approval of contracts for Request for Bid titled: Hidalgo County (all funding sources, programs & entities) - "Type D Hot Mix Asphalt (Gravel & Limestone" through project No." 2015-026-02-11-SGS. Awarding to Frontera - (Limestone) & Valley Caliche- (Gravel)

**BACKGROUND**

1. Current contract expires on April 08, 2015.
2. New contract will commence on April 09, 2015.
3. Contract document was reviewed and approved by Legal Counsel as to form.

---

**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1200-431-00-121-005-0-610

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

**BUDGETARY IMPACT:**

Pct 1 - $ 71,388.50 as of 03/11/15

On an "as needed basis" only

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1200-431-00-123-005-0-610

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

**BUDGETARY IMPACT:**

Pct 3 $ 11,072.96 as of 03/11/15

On an "as needed basis"

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1200-431-00-124-007-0-721

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

**BUDGETARY IMPACT:**

Pct 4 $ 44,974.77 as of 03/11/2015

On an "as needed basis"

---

**Attachments**

Recommendation, tab , participation log
Frontera-Contract & Legal approval
Valley Caliche Contract & Legal approval

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/10/2015 04:58 PM |
| Budget & Management | Veronica Ortiz | 03/11/2015 10:05 AM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Sandy Suarez | | Started On: 02/24/2015 10:10 AM |
| Final Approval Date: 03/13/2015 | | |

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626 / Fax: (956) 318-2629**

# MEMORANDUM

Date: February 11, 2015

TO: **Hon. A.C. Cuellar Jr., Commissioner**
Hidalgo County Precinct No. 1
Attn: ~~Jorge Flores~~ Raul Lozano/Katia Garcia

**Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez/ Norma Ceballos

TO: **Hon. Eduardo Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Armando Garza, Jr. / Erika Zamora

**Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: .Marcos Lopez / Gloria Beltran

**From:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

**RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2015-026-02-11-SGS- Hidalgo County- "TYPE D HOT MIX ASPHALT (GRAVEL & LIMESTONE)"

Enclosed you will find the Tabulation sheet and copies of the four (4) bid responses received for the above referenced project. Please review and indicate your Recommendation and/or concerns below.

We would like to present your recommendation on the next proposed Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, February 18, 2015 @ 10:00 a.m.** to be able to present to Commissioner's Court on **March 03, 2015.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

**Please Indicate Awarded Vendor(s) Name Below.**

**COMMENTS/CONCERNS:**

frontera materials, Inc. - Limestone
Valley Caliche Products - Gravel

**BUDGET ACCOUNT #:** 5-1200-431-00-121005-0-610

| Authorized Signature | Printed Name | Department | Date |
|---|---|---|---|
| | Raul Lozano | Pct. 1 | 2/17/15 |

Enclosures

Pct 1

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626 / Fax: (956) 318-2629**

# MEMORANDUM

Date: February 11, 2015

TO: **Hon. A.C. Cuellar Jr., Commissioner**
Hidalgo County Precinct No. 1
Attn: Jorge Flores

**Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez/ Norma Ceballos

TO: **Hon. Eduardo Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Armando Garza, Jr. / Erika Zamora

**Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: .Marcos Lopez / Gloria Beltran

**From:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2015-026-02-11-SGS- Hidalgo County- "TYPE D HOT MIX ASPHALT (GRAVEL & LIMESTONE)"

Enclosed you will find the Tabulation sheet and copies of the four **(4)** bid responses received for the above referenced project. Please review and indicate your Recommendation and/or concerns below.

We would like to present your recommendation on the next proposed Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, February 18, 2015 @ 10:00 a.m.** to be able to present to Commissioner's Court on **March 03, 2015.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

**Please Indicate Awarded Vendor(s) Name Below.**

COMMENTS/CONCERNS: Jose + Bill Valley Cellular for Gravel

BUDGET ACCOUNT #: 5-1200-431-0-123-005-0-60-ad 721
and all other funds (1200, 1312)

| Authorized Signature | Printed Name | Department | Date |
|---|---|---|---|
| | Joe M. Flores | Precinct #3 | 2/12/15 |

Enclosures

Pct 3

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626 / Fax: (956) 318-2629**

# MEMORANDUM

Date: February 11, 2015

TO: **Hon. A.C. Cuellar Jr., Commissioner**
Hidalgo County Precinct No. 1
Attn: Jorge Flores

**Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez/ Norma Ceballos

TO: **Hon. Eduardo Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Armando Garza, Jr. / Erika Zamora

**Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: .Marcos Lopez / Gloria Beltran

**From:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2015-026-02-11-SGS- Hidalgo County- "TYPE D HOT MIX ASPHALT (GRAVEL & LIMESTONE)"

Enclosed you will find the Tabulation sheet and copies of the four **(4)** bid responses received for the above referenced project. Please review and indicate your Recommendation and/or concerns below.

We would like to present your recommendation on the next proposed Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, February 18, 2015 @ 10:00 a.m.** to be able to present to Commissioner's Court on **March 03, 2015.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

**Please Indicate Awarded Vendor(s) Name Below.**

**COMMENTS/CONCERNS:** Frontera Materials - Limestone
Valley Caliche - Gravel

Pct #4 uses Limestone asphalt for all paving projects.

**BUDGET ACCOUNT #:** 5-1200-431-00-124-007 - U-721

| Authorized Signature | Printed Name | Department | Date |
|---|---|---|---|
| | Roman Rodriguez | Roads & Bridges | 2/12/15 |

Enclosures

Pct 4

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY**

**BID OPENING DATE: February 11, 2015** | **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "TYPE D HOT MIX ASPHALT(GRAVEL & LIMESTONE)"**

**BID NO: 2015-026-02-11-SGS** | **BUYER: Sandy Suarez**

| | NAME OF COMPANY/PLANT LOCATION | PRICE PER TON | TOTAL PRICE | |
|---|---|---|---|---|
| 1 | **VALLEY CALICHE PRODUCTS, INC.** | **Gravel** | **Mission** | **54.00** |
| | 2 ½ Mi North Iowa Rd.<br>Mission, TX. | **Limestone** | | No Bid |
| 2 | **FRONTERA MATERIALS, INC.** | **Gravel** | LaJoya | 58.00 |
| | LaJoya Plant- 2.5 Mi N. of US 83 on FM 221<br>Progresso Plant- ½ Mi E if fm 1015 on Miltary | **Limestone** | **Progresso** | **58.00** |
| 3 | **UPPER VALLEY MATERIALS, LLC** (CAPA) | **Gravel** | Penitas | 55.00 |
| | Penitas Plant -Tomgil & 3 Mi line | **Limestone** | Penitas | 61.00 |
| | Progresso Plant – 2716 Gonzalez Dr. Progress, TX. | **Gravel** | Progresso | 60.00 |
| | | **Limestone** | Progresso | 60.50 |
| 4 | **IOC COMPANY, INC.** | **Gravel** | Havana | 55.95 |
| | 43530 W. Exp. 83,<br>Havana TX. 78560 | **Limestone** | Havana | 59.95 |

***Internal Use Only: Commodity Code: 745-11***

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**

**RFB-RFP-RFQ**

**BID OPENING DATE: FEBURARY 11, 2015** **BID OPENING TIME: 9:30 A.M**

**DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities ) "TYPE D HOT MIX ASPHALT(GRAVEL & LIMESTONE)"**

**BID NO: 2015-026-02-11-SGS**

| NAME OF BIDDER: COMPANY/FIRM | BID REQUEST VIA* | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s |
|---|---|---|---|---|
| 1. Progreso Materials<br>Attn: Erica Benavides | e-mail | Sandy Suarez | 01/26/15 | PO Box 250<br>McAllen, Tx 78505<br>956-618-0140 Fax: 630-5869<br>progresomaterials@yahoo.com |
| 2. Valley Caliche<br>Attn: Mark Motheral | e-mail | Sandy Suarez | 01/26/15 | PO Box 1086<br>Mission, Tx 78573<br>581-2751 Fax: 585-6844<br>valleycaliche@aol.com |
| 3.) Frontera Materials Inc.<br>Attn: Barry M. Ehlinger | e-mail | Sandy Suarez | 01/26/15 | PO Box 1449<br>Elsa, Texas<br>316-8900 Fax: 316-8905<br>barry@fmitex.com |
| 4.) Chemical Lime<br>Attn:Jim Scholl | e-mail | Sandy Suarez | 01/26/15 | 350 APG Lane<br>New Braunfels, Tx 78132<br>800-292-5278 Fax: 830-625-4786<br>Jim.scholl@chemicallime.com |
| 5.) Prime Vendor<br>Attn: Katie Collier | e-mail | Sandy Suarez | 01/26/15 | Bids3@prime-vendor.com |
| 6.) CAPA<br>Attn: Charlie Flores<br>Steve Boyd - add | e-mail | Sandy Suarez | 01/26/15 | 7301 W. Expressway 83<br>Mission, Texas 78572<br>580-2502 Fax: 583-2086<br>cflores@capatexas.com<br>sboyd@capatexas.com |
| 7.) Virtual Builders Exchange<br>Karen Sesters | EMRl | Sandy Suarez | 01/27/15 | 4047 Naco Perrin, Ste 100<br>San Antonio, TX. 78217<br>P-210-564-6900 X 126<br>F-210-564-6902<br>Karen@virtualbx.com |

| | | | | |
|---|---|---|---|---|
| 8.) Prime Vendor, Inc.<br>Ashley Reed | EMR | Sandy Suarez | 01/27/15 | 4622 Cedar Ave. Suite 124<br>Wilmington, NC 28403<br>Phone: 800-746-9554<br>Fax: 800-746-8307<br>Work41@prime-vendor.com |
| 9.) IOC<br>Sebastin Salinas | EMR | Sandy Suarez | 02/05/15 | 9312 Curve Rd.<br>Edinburg, TX. 78542<br>O- 956-380-78542<br>P-956-380-4085<br>C-956-239-7938<br>ssalinas@ioccompany.com |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**E-MAIL (EM)**

**REQUIREMENTS AGREEMENT**
**C-15-026-03-17**

**THIS AGREEMENT** (the "Agreement") is entered into as of the **17th** day of **March**, **2015** by and between **Frontera Materials Inc.**("Seller") and **Hidalgo County** ("Buyer").

**WHEREAS,** Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" the Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4**;

**WHEREAS**, Seller has submitted a proposal to supply Buyer's **Limestone** requirements; and (the "Products");

**WHEREAS,** Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for **Precincts 1-2-3-4** for a period of one (1) year commencing **April 9 , 2015** and ending **April 8, 2016** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason
at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is

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
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: **Frontera Materials,Inc.**
**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. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this

Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C"attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in

connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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.

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.

**EXECUTED** effective as of the day and year first above written.

**IHIDALGO COUNTY**

By:_____

**ATTEST:**

_____
**Arturo Guajardo, Jr., County Clerk**

**COMPANY: Frontera Materials, Inc.**

By:_____
Printed Name:_____
Title:_____

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, L.L.P

By_____
Stephen L. Crain

**APPROVED BY COMMISSIONERS COURT ON:_____.**

# EXHIBIT "A"
# REQUEST FOR BID (RFB)
# PROCUREMENT PACKET

**Hidalgo County Purchasing Department**
**New Administration Building**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

January 26, 2015

Participant's name

Address

City

State, Zip Code

**Re: HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)**
**Bid No: 2015-026-02-11-SGS**

Dear Participant(s):

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 RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

REQUEST FOR BID (RFB)

# TABLE OF CONTENTS

**HIDALGO COUNTY**
All Funding Sources, Programs & Entities)

## "TYPE D HOT MIX ASPHALT
(GRAVEL & LIMESTONE)"
**RFB NO: 2015-026-02-11-SGS**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Bids Letter | 1 |
| 2. | Request for Bids, Legal Notice | 8 |
| 3. | Exhibit A, Specifications/Requirements | 4 |
| 4. | Exhibit B, Bid Page | 1 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
| 6. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 7. | Vendor/Bidder Application and W-9 form | 6 |
| 8. | Certification Regarding Debarment | 1 |
| 9. | Draft Requirements Agreement | 7 |


The above mentioned items shall be found in the Request for Bids (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

January 26, 2015
Date

| Bid No: 2015-026-02-11 | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 ext. 4860 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## "Type D Hot Mix Asphalt (gravel and limestone)"

## BID OPENING DATE:

# FEBRUARY 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS & ENTITIES) – "TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"** 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-2015-026-02-11-SGS HIDALGO COUNTY (All Funding Sources, Programs & Entities)- "Type D Hot Mix Asphalt (Gravel and Limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 11, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2015-026-02-11-SGS RFB-HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in

its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha

L. Salazar, Purchasing Agent before delivery will be accepted.

If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs & Entities) - "Type D Hot Mix Asphalt (Gravel and Limestone)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated.

Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **FEBRUARY 11, 2015** |
| Award of Contract | _____, 2015 |
| Commence Work or Deliver Products | _____, 2015 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner , Edinburg, Texas 78539-Hidalgo County Courthouse**
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to

the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

**HIDALGO COUNTY**
**(All Funding Sources, Programs & Entities)**
**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"**
**BID NO.: 2015-026-02-11-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"
## SPECIFICATIONS/REQUIREMENTS
## HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
## "TYPE D HOT MIX ASPHALT-(GRAVEL & LIMESTONE)"
BID NO.: 2015-026-02-11-SGS

**PROJECT OVERVIEW:**

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an **"as needed basis"** only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

**SPECIFICATIONS:**

TYPE D HOT MIX ASPHALT- GRAVEL & LIMESTONE

**SPECIAL CONDITIONS:**

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

**REQUIREMENTS AND OTHER TERMS AND CONDITIONS:**

1 It is intended that the amount of **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** needed by Hidalgo County will be purchased on an **"as needed basis"**. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 BID PRICE SHALL BE PER TON

3 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

4 When requested, samples shall be furnished free of expense to Hidalgo County.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 In the event the material furnished does not meet all the above requirements (regardless of weather, test's 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.

7 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** and it's 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.

8 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

9 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

10 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

11 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

12 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

13 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

14 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15 **All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

16 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

17 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

18 Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

19 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

20 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

21 The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

## MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION**

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, FEBRUARY 04, 2015 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, FEBRUARY 06, 2015 by 5:00 P.M.**

# EXHIBIT "B"
# HIDALGO COUNTY
(All funding, programs & entities)
## "TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
## BID NO.: 2015-026-02-11-SGS

## BID PAGE

BID PRICE PER TON (GRAVEL): $_____

BID PRICE PER TON (LIMESTONE): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

*Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix, 745-14-Concrete Cold Laid, 745-21- Concrete Hot Laid*

## BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

**TERM**: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional- one (1) year term under the same rates, terms and conditions.

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/02/08

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | INSURERS AFFORDING COVERAGE |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br>OWNER'S & CONT PROT<br>OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY PROJECT LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | DUCTS - COMP/OP AGG | $ |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | EXCESS LIABILITY<br>OCCUR CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATU- TORY LIMITS OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS 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

*(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 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
☐ 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.:**

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:

---

# Certification
# Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**( THIS PAGE MUST BE SUBMITTED WITH BID)**

**REQUIREMENTS AGREEMENT**
**C-15-026-00-00**

**THIS AGREEMENT** (the "Agreement") is entered into as of the _____day of _____, 2015 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

**WHEREAS,** Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 9, 2015 and ending April 8, 2016 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

DRAFT

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request,

influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

6. 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** effective as of the day and year first above written.

**HIDALGO COUNTY**

By:_____
**Ramon Garcia, County Judge**

**ATTEST:**

_____
**Arturo Guajardo, Jr., County Clerk**

**COMPANY:**

By:_____
Printed Name:_____
Title:_____

**APPROVED BY COMMISSIONERS COURT ON:**_____.

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, L.L.P

By_____
Stephen L. Crain

DRAFT

# EXHIBIT "B"
# BID PAGE

OPENED 2/11/15 9:45am Witnessed

# EXHIBIT "B"
# HIDALGO COUNTY
(All funding, programs & entities)
## "TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
## BID NO.: 2015-026-02-11-SGS

## BID PAGE

BID PRICE PER TON (GRAVEL): $ 58.00/TON FOB Plant (La Joya)

BID PRICE PER TON (LIMESTONE): $ 58.00/TON FOB Plant (Progresso)

PHYSICAL LOCATION OF PIT(S):

Gravel Bid - La Joya Plant - 2.5 m N of US83 on FM 2221, La Joya TX

Limestone Bid - Progresso Plant - 1/2 m E of ~~Military~~ ~~281~~ FM 1015 on Military 281

*Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix, 745-14-Concrete Cold Laid, 745-21- Concrete Hot Laid*

## BIDDERS INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.

ADDRESS: PO Box 1449

CITY/STATE/ZIP: Elsa TX 78543

PHONE NO/FAX NO: 956-607-5965 cell / 316-8954 office

CELL PHONE NO: 956-607-5965

E-MAIL ADDRESS: barry@fmitex.com

AUTHORIZED SIGNATURE: Barry McElroy

TITLE: Materials Mgr.

**TERM**: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional- one (1) year term under the same rates, terms and conditions.

# 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<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC | | | Y-660-1C405755-PHX-14 | 9/1/2014 | 9/1/2015 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | | | BA-5D227668-14-CAG | 9/1/2014 | 9/1/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | XSM-CUP-1C405687-TCT-14 | 9/1/2014 | 9/1/2015 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | AGGREGATE | $ 2,000,000 |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | XCUB-1C40567-5-14 | 9/1/2014 | 9/1/2015 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

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

**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/CD


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**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Revised Contract with Frontera Materials-Type D Hot Mix Asphalt

**From :** Steve Crain <scrain@atlashall.com> Mon, Mar 02, 2015 05:10 PM
**Subject :** RE: Revised Contract with Frontera Materials-Type D Hot Mix Asphalt
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The revised contract is fine.

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Monday, March 02, 2015 4:28 PM
**To:** scrain
**Subject:** Revised Contract with Frontera Materials-Type D Hot Mix Asphalt

Mr. Crain;
I revised the contract as requested; attached for your review and approval is the contract with Frontera Materials.

Appreciate your help.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

**REQUIREMENTS AGREEMENT**
**C-15-026A-03-17**

**THIS AGREEMENT** (the "Agreement") is entered into as of the **17th** day of **March**, **2015** by and between **Valley Caliche Products, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

**WHEREAS,** Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" the Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4**;

**WHEREAS**, Seller has submitted a proposal to supply Buyer's **Gravel** requirements; and (the "Products");

**WHEREAS,** Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Products.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for **Precincts 1-2-3-4** for a period of one (1) year commencing **April 9, 2015** and ending **April 8, 2016** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason
at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed

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
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: **Valley Caliche Products, Inc.**
**P.O. Box 1086**
**Mission, Texas 78573**

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this

Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another

person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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.

**EXECUTED** effective as of the day and year first above written.

**HIDALGO COUNTY**

By:_____

**ATTEST:**

_____
**Arturo Guajardo, Jr., County Clerk**

**COMPANY: VALLEY CALICHE PRODUCTS**

By:_____
Printed Name:_____
Title:_____

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, L.L.P

By_____

**APPROVED BY COMMISSIONERS COURT ON:_____.**

# EXHIBIT "A"
# REQUEST FOR BID (RFB)
# PROCUREMENT PACKET

**Hidalgo County Purchasing Department**
**New Administration Building**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

January 23, 2015

Participant's name

Address

City

State, Zip Code

**Re: HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)**
**Bid No: 2015-026-02-11-SGS**

Dear Participant(s):

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 RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

REQUEST FOR BID (RFB)

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All Funding Sources, Programs & Entities)

## "TYPE D HOT MIX ASPHALT
(GRAVEL & LIMESTONE)"
**RFB NO: 2015-026-02-11-SGS**


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The above mentioned items shall be found in the Request for Bids (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

January 26, 2015
Date

| Bid No: 2015-026-02-11 | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 ext. 4860 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## "Type D Hot Mix Asphalt (gravel and limestone)"

## BID OPENING DATE:

# FEBRUARY 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS & ENTITIES) – "TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"** 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-2015-026-02-11-SGS HIDALGO COUNTY (All Funding Sources, Programs & Entities)- "Type D Hot Mix Asphalt (Gravel and Limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 11, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2015-026-02-11-SGS RFB-HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in

its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha

L. Salazar, Purchasing Agent before delivery will be accepted.

If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs & Entities) - "Type D Hot Mix Asphalt (Gravel and Limestone)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated.

Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **FEBRUARY 11, 2015** |
| Award of Contract | _____, 2015 |
| Commence Work or Deliver Products | _____, 2015 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to

the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

**HIDALGO COUNTY**
**(All Funding Sources, Programs & Entities)**
**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"**
**BID NO.: 2015-026-02-11-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

**SPECIFICATIONS/REQUIREMENTS**

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"TYPE D HOT MIX ASPHALT-(GRAVEL & LIMESTONE)"

BID NO.: 2015-026-02-11-SGS

## PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an **"as needed basis"** only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

## SPECIFICATIONS:

TYPE D HOT MIX ASPHALT- GRAVEL & LIMESTONE

## SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

## REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** needed by Hidalgo County will be purchased on an **"as needed basis"**. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 BID PRICE SHALL BE PER TON

3 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

4 When requested, samples shall be furnished free of expense to Hidalgo County.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 In the event the material furnished does not meet all the above requirements (regardless of weather, test's 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.

7 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** and it's 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.

8 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

9 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

10 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

11 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

12 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

13 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

14 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15 **All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

16 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

17 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

18 Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

19 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

20 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

21 The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

## MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION**

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, FEBRUARY 04, 2015 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, FEBRUARY 06, 2015 by 5:00 P.M.**

# EXHIBIT "B"
# HIDALGO COUNTY
(All funding, programs & entities)
## "TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
## BID NO.: 2015-026-02-11-SGS

## BID PAGE

BID PRICE PER TON (GRAVEL): $_____

BID PRICE PER TON (LIMESTONE): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

*Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix, 745-14-Concrete Cold Laid, 745-21- Concrete Hot Laid*

## BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

**TERM**: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional- one (1) year term under the same rates, terms and conditions.

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/02/08

# 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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br>OWNER'S & CONT PROT<br>OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY PROJECT LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED EXP (Any one person) | $ |
| | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | GEN'L AGGREGATE | $ |
| | | | | | PRODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | EXCESS LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATU- TORY LIMITS OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | OTHER | | | | | |

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<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

# 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

*(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 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
☐ 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.:**

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:

---

# Certification
# Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**( THIS PAGE MUST BE SUBMITTED WITH BID)**

**REQUIREMENTS AGREEMENT**
**C-15-026-00-00**

**THIS AGREEMENT** (the "Agreement") is entered into as of the _____day of _____, 2015 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

**WHEREAS,** Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 9, 2015 and ending April 8, 2016 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

DRAFT

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request,

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influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

6. 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** effective as of the day and year first above written.

**HIDALGO COUNTY**

By:_____
**Ramon Garcia, County Judge**

**ATTEST:**

_____
**Arturo Guajardo, Jr., County Clerk**

**COMPANY:**

By:_____
Printed Name:_____
Title:_____

**APPROVED BY COMMISSIONERS COURT ON:_____.**

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, L.L.P

By_____
Stephen L. Crain

DRAFT

# EXHIBIT "A"
## REQUEST FOR BID (RFB)
## PROCUREMENT PACKET

DRAFT

# EXHIBIT "B"
# BID PAGE

DRAFT

# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

DRAFT

# EXHIBIT "B"
# BID PAGE

# EXHIBIT "B"
# HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2015-026-02-11-SGS

OPENED 2/11/15 9:45am Witnessed

## BID PAGE

BID PRICE PER TON (GRAVEL): $ 54.00 PER TON F.O.B. PLANT
(FIFTY-FOUR DOLLARS PER TON F.O.B. PLANT)

BID PRICE PER TON (LIMESTONE): $ NO BID

PHYSICAL LOCATION OF PIT(S): THE HOT MIX PLANT IS LOCATED AT 2½ MILE NORTH IOWA ROAD IN MISSION, HIDALGO COUNTY, TEXAS.

THE 911 PHYSICAL ADDRESS IS: 3656 IOWA ROAD MISSION, TEXAS 78574

*Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix, 745-14-Concrete Cold Laid, 745-21- Concrete Hot Laid*

## BIDDERS INFORMATION

BIDDER/COMPANY NAME: VALLEY CALICHE PRODUCTS, INC
ADDRESS: P.O. BOX 1086
CITY/STATE/ZIP: MISSION, TEXAS 78573
PHONE NO/FAX NO: (956) 581-2751 FAX (956) 585-6844
CELL PHONE NO: (956) 607-9241
E-MAIL ADDRESS: valleycaliche@aol.com
AUTHORIZED SIGNATURE: Mark McHaul
TITLE: VICE PRESIDENT

**TERM**: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional- one (1) year term under the same rates, terms and conditions.

# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2015

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 | R. N. Jones Agency, Inc.<br>510 E. Harrison (78550)<br>P. O. Box 532267<br>Harlingen TX 78553-2267 | CONTACT NAME: | Pam Baer |
| | | PHONE (A/C, No, Ext): | (956) 423-1147 FAX (A/C, No): (956) 423-3906 |
| | | E-MAIL ADDRESS: | pam@rnjonesagency.com |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A : Texas Mutual Insurance Co | |
| INSURED | Valley Caliche Products, Inc.<br>P O Box 1086<br>Mission TX 78573-1086 | INSURER B : Travelers Ind of America | |
| | | INSURER C : Travelers Ind of CT | |
| | | INSURER D : | |
| | | INSURER E : | |
| | | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | GENERAL LIABILITY | | | 630-5F921820 | 03/01/2015 | 03/01/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | | | BA 5F871885-15-CAG | 03/01/2015 | 03/01/2016 | 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 | | | TSF-0012396501 | 05/11/2014 | 05/11/2015 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

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

AI 000270

**CERTIFICATE HOLDER**

Hidalgo County Purchasing Dept.
2802 South Bus. Highway 281
Edinburg TX 78539-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Modified Contract-Valley Caliche Products-Type D Hot Mix Asphalt

**From :** Steve Crain <scrain@atlashall.com> Mon, Mar 02, 2015 05:12 PM

**Subject :** RE: Modified Contract-Valley Caliche Products-Type D Hot Mix Asphalt

**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The revised contract is fine.

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Monday, March 02, 2015 4:26 PM
**To:** scrain
**Subject:** Modified Contract-Valley Caliche Products-Type D Hot Mix Asphalt

Hello Mr. Crain;
I made the revisions as requested; attached for your review and approval is the revised contract with Valley Caliche Products. I will be sending you the other recommended vendor's revised contract shortly as this will be a recommended multiple award request.

Appreciate your help.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

**AI -48800** **Purchasing Department** **24. A. 6.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Ratification of fully executed Change Order No. 7 (increase of $9,182.20) in connection with "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building," to awarded contractor D.Wilson Construction Company for the following: installation of furr-down CC meeting room (to raise vestibule ceiling); install ceiling access panel (A/C system sensor); delete installation labor (Tack Room); delete electrical outlets (DAIT area); work delay (sprinkler equip. repairs); installations-revised access control plan.

**BACKGROUND**

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## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1342-419-40-220-043-0-452

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

**BUDGETARY IMPACT:**

PO #698457
Funds available as of 3/12/15.

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## Attachments

Change Order 7
PO Increase Request

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/10/2015 06:26 PM |
| Budget & Management | Veronica Ortiz | 03/11/2015 10:12 AM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Rocio Villarreal | | Started On: 03/06/2015 05:07 PM |
| Final Approval Date: 03/13/2015 | | |

# AIA® Document G701™ – 2001

## Change Order

**PROJECT** *(Name and address)*:
Hidalgo County 1st & 2nd Floor Remodel
Old Administration Building
Edinburg, Texas

**TO CONTRACTOR** *(Name and address)*:
D Wilson Construction Company
P O Box 3455
McAllen, Texas 78502

**CHANGE ORDER NUMBER:** 007
**DATE:** February 27, 2015

**ARCHITECT'S PROJECT NUMBER:** Alcocer Garcia Associates, Inc
**CONTRACT DATE:** October 23, 2012
**CONTRACT FOR:** General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*
REFER TO ATTACHED SUMMARY OF WORK FOR CHANGE ORDER 007

| | | |
|---|---|---|
| The original Contract Sum was | $ | 3,375,220.00 |
| The net change by previously authorized Change Orders | $ | 307,152.00 |
| The Contract Sum prior to this Change Order was | $ | 3,682,372.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ | 9,182.20 |
| The new Contract Sum including this Change Order will be | $ | 3,691,554.20 |

The Contract Time will be increased by Twenty (20) days.
The date of Substantial Completion as of the date of this Change Order therefore is May 7, 2015

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

| | | |
|---|---|---|
| Alcocer Garcia Associates, Inc. | D Wilson Construction Company | County of Hidalgo |
| **ARCHITECT** *(Firm name)* | **CONTRACTOR** *(Firm name)* | **OWNER** *(Firm name)* |
| 1333 E Jasmine<br>McAllen, Texas 78501 | P O Box 3455<br>McAllen, Texas 78502 | 2802 S Business 281<br>Edinburg, Texas 78539 |
| **ADDRESS** | **ADDRESS** | **ADDRESS** |
| **BY** *(Signature)* | **BY** *(Signature)* | **BY** *(Signature)* |
| George A Garcia, Architect | Bill Wilson, ~~Owner~~ President | Valde Guerra, Executive Officer |
| *(Typed name)* | *(Typed name)* | *(Typed name)* |
| 2-27-15 | 3/3/15 | 3/5/15 |
| **DATE** | **DATE** | **DATE** |

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**User Notes:** (3B9ADA27)

# SUMMARY OF CHANGE ORDER NO.7

PROJECT: 1st & 2nd Floor Remodel, Hidalgo County Former Administration Building
CONTRACTOR: D. Wilson Construction

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CR = Change Request
RFP= Request For Proposal

Provide labor, material and equipment for the following work items :

CR # 90, RFP 028.1: Install furr-down at CC Meeting Room vestibule area to allow for raised Vestibule ceiling. Apply gyp.bd. To bottom of Vestibule ceiling.....$ 872.00

CR # 89, RFP 038:Install ceiling access panel for A/C system sensor..... 83.00

CR #, 91 RFP 040: Delete installation labor for Tack Boards.....< 633.80>

CR # 93, RFI #88: Delete electrical outlets at DAIT area.....< 199.00>

CR # 92, RFP (n/a): Work delay due to fire sprinkler equipment repairs..... 8,880.00

CR # 94, RFP (n/a): Installations for revised access control plan ..... 180.00

Net increase in Construction Contract Amount by this Change Order.....$ 9,182.20

Attachments:
Architect's Request for Proposals
Contractor's Cost Proposals and breakdowns

# Alcocer Garcia Associates, Inc.

1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008


February 9, 2015

To: Manuel Ornelas, D. Wilson Construction Co.
Project: Renovations to Former Administration Building, 1st & 2nd Floors.

**REQUESTFOR PROPOSAL**
**028.1**
**FURR- DOWN & GYP. BD. AT COUNTY COMMISSIONER'S MEETING ROOM**

1. Install framing / gyp.bd. furr-down to allow for raised ceiling in vestibule area of County Commissioner's Meeting Room. Furr-down to be as Detail 101, Sheet A-1 of RFP 028. Gyp. bd. finish to match main walls in County Commissioner's Meeting Room. Add 5/8" Type 'x' gyp. bd. To bottom of existing wood joists, Tape and float.

George A. Garcia,
Project Architect

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

# Change Request

**To:** George A. Garcia
Alcocer Garcia Associates, Inc
1333 E. Jasmine Ave.
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

**Number:** 90
**Date:** 2/12/15
**Job:** 12-561 Remodel Administration Bldg
**Phone:**

**Description:** RFP#028.1, ceiling work changes in Vestiblue of Meeting Room.

Source: Other # RFP#028.1

We are pleased to offer the following specifications and pricing to make the following changes:

Per RFP#028.1, additional work to add ceiling fur-down and sheetrock bottom of the wood ceiling joists at the Vestibule of Meeting Room.

| Description | Labor | Material | Equipment | Subcontract | Other | Price |
|---|---|---|---|---|---|---|
| Metal studs and drywall | | | | $872.00 | | $872.00 |
| | | | | | Subtotal: | $872.00 |
| | | | | | **Total:** | **$872.00** |

The schedule will be Already Impacted..

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____

Date: _____

Cc: Ed Alcocer, AGADC, Horacio Quintero (D. Wilson Construction Co.), Mateo Salazar (D. Wilson Cons, Stan Ramos (Hidalgo County), valde.guerra@co.hidalgo.tx.us, apalacios@prodigycompany.com

Renovation to Former HC Admin. Bldg. RFP#028.1

DATE: 2.12.15

Completion

| | | | | Math Check |
|---|---|---|---|---|
| **09-000** | **FINISHES** | | | |
| 09-100 | Gypsum Wall Board Systems | 562 | | 562 |
| 09-200 | Lath & Plaster | | | - |
| 09-500 | Acoustical Lay In Ceiling | | | - |
| 09-310 | Ceramic Tile | | | - |
| 09-520 | Acoustical Wall Panels, Fabrics, Diffusers | | | - |
| 09-520 | Acoustrical Labor | | | - |
| 09-670 | Resinous Flooring | | | - |
| 09-680 | Carpet | | | - |
| 09-685 | VCT | | | - |
| 09-629 | Floor Protection Temporary | | | - |
| 09-900 | Painting/VWC | 228 | | 228 |
| | SUBTOTAL: | 790 | — | |
| **10-000** | **SPECIALTIES: LABOR INCLUDED ON EACH LINE ITEM** | | | |
| 10-100 | TV Mount Brackets (50) | | | - |
| 10-100 | TV Mount Brackets Labor | | | - |
| 10-100 | Maunal Projection Screens (52 & 1 Oversized) | | | - |
| 10-100 | Maunal Projection Screens Labor | | | - |
| 10-100 | Motorized Projection Screens | | | - |
| 10-100 | Motorized Projection Screens Labor | | | - |
| 10-100 | Curtain and Curtain Track (3 @ A115) | | | - |
| 10-100 | Curtain and Curtain Track Labor | | | - |
| 10-260 | Corner Guards | | | - |
| 10-260 | Corner Guards Labor | | | - |
| 10-100 | Library Security System | | | - |
| 10-100 | Library Security System Labor | | | - |
| 10-100 | Ice Machine | | | - |
| 10-100 | Ice Machine labor | | | - |

**Renovation to Former HC Admin. Bldg.** RFP#028.1

DATE: 2.12.15

Completion

Math Check

| | | | | | |
|---|---|---|---|---|---|
| **12-000** | **Furnishings** | | | | |
| 12-300 | Educational Casework (Millwork) | | | | - |
| 12-348 | Laboratory Casework | | | | - |
| 12-504 | Horizontal Blinds | | | | - |
| | SUBTOTAL | | — | — | |
| **15-000** | **MEP** | | | | |
| 15-100 | Plumbing Contractor | | | | |
| 15-300 | Fire Sprinkler System | | | | - |
| 15-300 | FM 200 | | | | - |
| 15-500 | HVAC Contractor | | | | |
| 16-100 | Electric Contractor/ Fire Alarm | | | | - |
| | SUBTOTAL | | | — | |
| | PROJECT SUBTOTAL | | 790 | — | |
| | D. Wilson Construction Company fee | 7.00% | 55 | — | |
| | | | 845 | — | |
| 91-871 1 | Builder's Risk Policy (Hughston quote) | 0.009% | 0 | 0 | |
| 91-874 | Liability insurance | 0.620% | 5 | | |
| | | | — | — | |
| | INSURANCE SUBTOTAL | | 5 | 0 | |
| | PROJECT SUBTOTAL | | 851 | 0 | math is correct |
| 91-870 | Bond | | 22 | — | |
| | | | — | — | |

Renovation to Former HC Admin. Bldg. RFP#028.1

DATE: 2.12.15

Completion

Math Check

PROJECT TOTAL: 872 0 math is correct --

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

February 5, 2015

To: Manuel Ornelas, D. Wilson Construction Co.
Project: Renovations to Former Administration Building, 1st & 2nd Floors.

**REQUEST FOR PROPOSAL**
**O38**
**ACCESS PANEL**

Provide / install access panel at ceiling at Hall next to Mech Rm. 251. Panel to be located to provide access to A/C sensor. Panel to be min 12" x 12", metal, Painted.

George A. Garcia,
Project Architect

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

# Change Request

**To:** George A. Garcia (Alcocer Garc

**Number:** 89
**Date:** 2/11/15
**Job:** 12-561 Remodel Administration Bldg
**Phone:**

**Description:** RFP #038- Ceiling Access Panel.

Source: Other # RFP #038.

We are pleased to offer the following specifications and pricing to make the following changes:

Per RFP#038. Installation of an 18"X18" access panel in the ceiling of Hall outside Mech. Room #251. An 18"X18" sized access panel was required to allow room for maintenance and /or replacment of the two sensors in that area.

| Description | Labor | Material | Equipment | Subcontract | Other | Price |
|---|---|---|---|---|---|---|
| Rough carpentry - Mat. & Labor | | | | $83.00 | | $83.00 |
| | | | | | Subtotal: | $83.00 |
| | | | | | **Total:** | **$83.00** |

The schedule will be Not Impacted.

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____

Date: _____

Cc: Ed Alcocer, AGADC, Stan Ramos (Hidalgo County), valde.guerra@co.hidalgo.tx.us, Horacio Quintero (D. Wilson Construction Co.), Mateo Salazar (D. Wilson Cons, apalacios@prodigycompany.com

Renovation to Fmr. HC Admin Bldg RFP#038

DATE:
Completion

Math Check

| | | | |
|---|---|---|---|
| | SUBTOTAL: | — | — |
| **06-000** | **CARPENTRY** | | |
| 06-050 | Rough Carpenrty (Move Woods Stud Wall) | | - |
| 06-420 | Granite Counter Tops | | - |
| | SUBTOTAL: | — | — |
| **07-000** | **MOISTURE PROTECTION** | | |
| 07-115 | Shower Stall Water Proofing | | - |
| 07-160 | Dampproofing Above Grade | | - |
| 07-210 | Building Insulation | | - |
| 07-270 | Firesopping and Firesafing | | - |
| 07-402 | PreFinished Metal Roofing/Pavilion/Shed | | - |
| 07-525 | Mod. Bit. Mem. Roofing | | - |
| 07-620 | Gutters/ Downspouts | | - |
| 07-831 | Roof Hatches and Heat/Smoke Vents | | - |
| 07-900 | Building Sealants | | - |
| | SUBTOTAL: | — | — |
| **08-000** | **DOORS & WINDOWS** | | |
| 08-100 | Hollow Metal Door Frames & Wood Doors | | - |
| 08-213 | Plastic Laminate Faced Doors | | - |
| 08-710 | Finish Hardware | | - |
| 88-100 | Frame/Door/Hdwr Labor | | - |
| 08-305 | Access Doors w/ Installation | 75 | 75 |
| 08-332 | Overhead Rolling Doors | | - |
| 08-750 | Glass & glazing | | - |
| 08-950 | Insulated Translucent Skylights | | - |
| | SUBTOTAL: | 75 | — |

Renovation to Fmr. HC Admin Bldg RFP#038

DATE:
Completion

Math Check

| | | | | | |
|---|---|---|---|---|---|
| **12-000** | **Furnishings** | | | | |
| 12-300 | Educational Casework (Millwork) | | | | - |
| 12-348 | Laboratory Casework | | | | - |
| 12-504 | Horizontal Blinds | | | | - |
| | SUBTOTAL | | — | — | |
| **15-000** | **MEP** | | | | |
| 15-100 | Plumbing Contractor | | | | |
| 15-300 | Fire Sprinkler System | | | | - |
| 15-300 | FM 200 | | | | - |
| 15-500 | HVAC Contractor | | | | |
| 16-100 | Electric Contractor/ Fire Alarm | | | | - |
| | SUBTOTAL | | — | — | |
| | PROJECT SUBTOTAL | | 75 | — | |
| | D. Wilson Construction Company fee | 7.00% | 5 | — | |
| | | | 80 | — | |
| 91-871 | 1 Builder's Risk Policy (Hughston quote) | 0.009% | 0 | 0 | |
| 91-874 | Liability insurance | 0.620% | 0 | | |
| | | | — | — | |
| | INSURANCE SUBTOTAL | | 1 | 0 | |
| | PROJECT SUBTOTAL | | 81 | 0 | math is correct |
| 91-870 | Bond | | 2 | #N/A | |
| | | | — | — | |

5 of 7

Renovation to Fmr. HC Admin Bldg RFP#038

DATE:
Completion

Math Check

| | | | |
|---|---|---|---|
| PROJECT TOTAL: | 83 | #N/A | math is correct |

HDSUPPLY
CONSTRUCTION & INDUSTRIAL
WHITE CAP

# ON ACCOUNT

# QUOTE

15926608

708 - Pharr - IC
5411 Athol St.
Pharr, TX, 78577
(956) 283-9130

**Sold To:** 83774000
DARRELL WILSON CONST CO
PO BOX 3455
MCALLEN, TX, 78502
956-686-9573

**Ship To :** HIDALGO COUNTY OLD ADM. BUILDING,10000579624
101 E. CANO
JOB# 12-561
EDINBURG, TX, 78539
**Job Site Contact:** MATO SALAZAR
**Job Site Phone:** 956-330-0290
**Map #:**

02:56 PM **Ordered By:** MATO SALAZAR **Contact Phone:** 956-330-0290

| Quote Number | Quote Date | Valid Until | Request Date | Sales Person |
|---|---|---|---|---|
| 15926608 | 02/10/2015 | | 02/10/2015 | Casanova, E |
| **Terms** | **Shipping Method** | **Quote Name** | **Customer PO** | **Created By** |
| N30D | 2, Our Truck | ACCESS DOOR | | Casanova, E |

| Line No. | Item # / MFG # | Description | Old Quantity | UOM / Unit Wt. | Price | Amount |
|---|---|---|---|---|---|---|
| | | TO JOBSITE | | | | |
| 1.1 | 142M12 | 12"X12" EXPANDED FLANGE ACCESS DOOR KARP | 1 | EA<br>3.5 LBS | $21.75 | $21.75 |
| 2.1 | 142M18 | 18"X18" EXPANDED FLANGE ACCESS DOOR KARP | 1 | EA<br>12 LBS | $35.40 | $35.40 |

| | | |
|---|---|---|
| **Shipped amount** | | $57.15 |
| **Order charges** | | $0.00 |
| **Tax amount** | | $0.00 |
| **Lumber Tax rate/amount** | 1.00% | $57.15 |
| **Quote total** | | |

Shipped Weight: 15.50 Customer acceptance signature:_____Date :_____

ALL ITEMS AND QUANTITIES REQUIRE CUSTOMER REVIEW AND APPROVAL
AVAILABILITY AND LEAD TIMES ARE SUBJECT TO CHANGE
SPECIAL ORDERED ITEMS ARE SUBJECT TO MANUFACTURER APPROVAL PRIOR TO RETURN.
QUOTE IS SUBJECT TO EXPIRATION AS INDICATED IN THE ABOVE DATE.

# Alcocer Garcia Associates, Inc.

1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008


February 12, 2015

To: Manuel Ornelas, D. Wilson Construction Co.
Project: Renovations to Former Administration Building, 1st & 2nd Floors.

**REQUESTFOR PROPOSAL**
**O40**
**TACK BOARDS**

1. Do not install tack boards. Provide credit figure for installation labor.
   Owner to pick-up tack boards at job-site.

George A. Garcia,
Project Architect

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

# Change Request

**To:** George A. Garcia (Alcocer Garc

**Number:** 91
**Date:** 2/12/15
**Job:** 12-561 Remodel Administration Bldg
**Phone:**

**Description:** CREDIT- on labor for NOT installing tack boards per RFP#040.

Source: Other # RFP#040

We are pleased to offer the following specifications and pricing to make the following changes:

Per RFP #040; CREDIT on labor for not installing the tack boards.

| Description | Labor | Material | Equipment | Subcontract | Other | Price |
|---|---|---|---|---|---|---|
| Markerboards | | | | $-633.80 | | $-633.80 |
| | | | | | Subtotal: | $-633.80 |
| | | | | | **Total:** | **$-633.80** |

The schedule will be Not Impacted..

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____
Date: _____

Cc: Ed Alcocer, AGADC, Stan Ramos (Hidalgo County), valde.guerra@co.hidalgo.tx.us, Mateo Salazar (D. Wilson Cons, Horacio Quintero (D. Wilson Construction Co.), apalacios@prodigycompany.com

# BAICO CONTRACTING LLC

RECEIVED

LUIS BAILON

INDUSTRIAL/ COMMERCIAL

P. O. Box 648 PHARR TX. 78577 CELL:(956) 490 9043

PROPOSAL

TO:

NAME: D.WILSON CONSTRUCTION CO.
ADDRESS: 1209 E. PECAN
MC. ALLEN TX 78501
PHONE/FAX: (956) 686 9573/(956) 686 3270

NO.
DATE: 2/9/2015

**WORK PERFORMED AT:** HIDALGO COUNTY ADMINISTRATION BUILDING

I PROPOSE TO FURNISH ALL LABOR NECESSARY TO COMPLETE THE FALLOWING:

| | | | | |
|---|---|---|---|---|
| | PROVIDE LABOR AND MATERIALS FOR CUT 27 OPENINGS, WOOD BLOCK AND INSTALL FEC | $633.80 | | $ 1,267.60 |
| | PROVIDE LABOR FOR INSTALL TACK BOARDS AND MARKER BOARD | $633.80 | | |
| | | | TOTAL | $ 1,267.60 |

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

# RFI

**To:** George A. Garcia
Alcocer Garcia Associates, Inc
1333 E. Jasmine Ave.
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

**RFI #:** 88
**Date:** 1/21/2015
**Job:** 12-561 Remodel Administration Bldg
**Phone:**

**CC:** Ed Alcocer, AGADC, Stan Ramos (Hidalgo County), Horacio Quintero (D. Wilson Construction Co.)

**Subject:** Electrical Outlets @ 101E/101F.

**Drawing:** RFP#013 / CO#4
**Cost Impact:** TBD
**Spec Section:** 16000
**Schedule Impact:** Yes

**Request:** **Date Required: 1/23/2015**

Please see email attached initially sent on 1.13.15 regarding the lack of access inside the west wall of room 101E/101F to install electrical outlets/circuits. Please advise ASAP.

**Requested by:** Manuel M. Ornelas, D. Wilson C

**Response:**

FEBRUARY 18, 2015

OMIT ELECTRICAL WALL RECEPTACLES ALONG WEST WALL. PROVIDE L/M CREDIT TO OWNER.

EDUARDO ALCOCER
ALCOCER GARCIA ASSOCIATES, INC

Answered by

Company

Date

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

# Change Request

**To:** George A. Garcia (Alcocer Garc

**Number:** 93
**Date:** 2/20/15
**Job:** 12-561 Remodel Administration Bldg
**Phone:**

**Description:** CREDIT for non-installation of electrical outlets.

Source: RFI # RFI#88

We are pleased to offer the following specifications and pricing to make the following changes:

CREDIT per AGA's response to RFI #88, the elimination of electrcial outlets at the DAIT office, Rooms 101E/101F.

| Description | Labor | Material | Equipment | Subcontract | Other | Price |
|---|---|---|---|---|---|---|
| Electrical contractor | | | | $-199.00 | | $-199.00 |
| | | | | | Subtotal: | $-199.00 |
| | | | | | **Total:** | **$-199.00** |

The schedule will be Not Impacted.

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____

Date: _____

Cc: Ed Alcocer, AGADC, Stan Ramos (Hidalgo County), valde.guerra@co.hidalgo.tx.us, Horacio Quintero (D. Wilson Construction Co.), Mateo Salazar (D. Wilson Cons, apalacios@prodigycompany.com

## Manuel Ornelas

**From:** stewart.gregorie@metroelectric-rgv.com
**Sent:** Friday, February 20, 2015 11:44 AM
**To:** Manuel Ornelas
**Subject:** Re: HC Admin - RFIs #87 & #88
**Attachments:** CPR 25.pdf

Credit for RFI 88 attached.

**Stewart P. Gregorie**
**Sr. Project Manager**



**1901 Industrial Drive**
**McAllen, TX 78504**
**Off (956) 686-2323 Fax (956) 686-4559**
**www.metroelectric-rgv.com**

## Change Price Request Cost Analysis

PROJECT: Hidalgo Administration Building Renovation Project
CONTRACTOR: D. Wilson Construction Company

DESCRIPTION OF CHANGE: Deleted devices per RFI 88 Rooms 101E and 101F

*Metro Electric, Inc. CPR #25*

| Description | Quan. Reqd. | Material Cost | Unit | Material Total | Labor Total |
|---|---|---|---|---|---|
| 4 Sq. x 1½" box | (6.00) | $ 56.00 | C | $ (3.36) | $ (30.13) |
| 5/8 Plaster ring | (6.00) | $ 59.21 | C | $ (3.55) | $ (15.07) |
| 12/2 MC Cable | (48.00) | $ 956.27 | M | $ (45.90) | $ (20.89) |
| MC Connector | (4.00) | $ 0.96 | E | $ (3.84) | $ - |
| 1" EMT Connector | (2.00) | $ 32.18 | C | $ (0.64) | $ (4.02) |
| 1" EMT Connector | (20.00) | $ 59.66 | C | $ (11.94) | $ (18.41) |
| 20A Duplex Receptacle | (4.00) | $ 3.03 | E | $ (12.12) | $ (20.09) |
| Duplex Cover Plate | (4.00) | $ 64.61 | C | $ (2.58) | $ (6.70) |
| | | | | $ - | $ - |
| | | | | $ - | $ - |
| | | | | $ - | $ -

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

# Change Request

**To:** George A. Garcia (Alcocer Garc

**Number:** 92
**Date:** 2/18/15
**Job:** 12-561 Remodel Administration Bldg
**Phone:**

**Description:** Extended Project Time and General Conditions cost due to delays.

Source: Other # N/A.

We are pleased to offer the following specifications and pricing to make the following changes:

As detailed in the specifications; ARTICLE 8.3, DELAYS AND EXTENSIONS OF TIME (see attached) , Due to delays suffered to the progress of the project by the delay on the part of the County, in repairing the sprinkler riser pump as well as the control/isolation valve, ( See RFI #90, 1.21.2015) thus preventing the completion of the above ceiling inspection process and the work which follows that phase we hereby request an additional Twenty (20) days ( 1.29.2015 through 2.17.2015) to be added to our Contract Completion Date. Additionally we hereby request the added cost of General Conditions @ $444.00 per day for Twenty (20) Days. Thank you.

| Description | Labor | Material | Equipment | Subcontract | Other | Price |
|---|---|---|---|---|---|---|
| Extended General Conditions | | | | $8,880.00 | | $8,880.00 |
| | | | | | Subtotal: | $8,880.00 |
| | | | | | **Total:** | **$8,880.00** |

The schedule will be IMPACTED.

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____

Date: _____

Cc: Ed Alcocer, AGADC, Horacio Quintero (D. Wilson Construction Co.), valde.guerra@co.hidalgo.tx.us, Stan Ramos (Hidalgo County)

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 **Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3 of the AIA document A101 – 2007 Edition, as modified by the Owner, per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or

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User Notes:



Init.

(1667386185)



INSPECTION APPROVED
- ☐ STRUCTURAL FRAMING
- ELECTRICAL
- ☐ ROUGH-IN ☐ FINAL
- PLUMBING
- ☐ ROUGH-IN ☐ INTERIOR
- ☐ FINAL MECHANICAL
- ☐ ROUGH-IN ☐ FINAL
- ☐ SETBACKS
- ☐ UNDERGROUND PLBG.
- ☐ FOUNDATION
- ☐ TEMPO. POLE
- ☐ NEW SERVICE
- ☐ WORK CLEARANCE
- ☐ SEWER-LINE ___ TAP ___
- ☐ GAS TEST
- ☐ DRIVEWAY
- ☐ PARKING LOT
- ☐ FIRE WALL
- ☐ OTHER Above Ceiling Insp
- ☐ INSULATION/ INFILTRATION

In Form
MEP
ABOVE
CEILING
INSPECTION
2ND FLR



2nd Floor only

**CITY OF EDINBURG**
**388-8203**
**CODE ENFORCEMENT INSPECTOR**

Address: 101 E. Chavez

Date: 12-8-15 Time: _____

By: _____

# EDINBURG FIRE MARSHAL'S OFFICE

212 West McIntyre Street • Edinburg, Texas 78539
Office: (956) 383-7691 • Fax: (956) 289-1853

2.18.15
FIRE SPRINKLER SYSTEM INSPECTION

## FIRE INSPECTION REPORT

ADDRESS: 100 E. CANO
OCCUPANT: Hidalgo County Annex Building
TYPE OF OCCUPANCY: Business
TYPE OF INSPECTION: ANNUAL ☐ RE-INSPECTION ☐ FINAL ☐ FACILITY ☐ OTHER ☑ Aboveground Hydrostatic

DATE: 2-18-15
CONTACT: J.A. Garcia
PHONE NO.: 713-446-2445
APPROVED ☐ DENIED ☐

**OUTSIDE FACILITY**

1. Need to post address of building in front of house
2. Access not meet fire code / fire department access body F.D.C. / safety / fencing
3. Hydrants obstructed / need repair
4. Need to remove accumulation of boxes / trash / rubbish / dead wood / tall weeds / # of stats / repair
5. Unauthorized burning without a permit
6. L.P.G. being used when natural gas is available

**INSIDE FACILITY**

8. Permits / licenses / etc.
9. Need to use fire proof / housekeeping
10. Combustibles stored under wooden stairs
11. MSDS not on file / needs to be updated
12. Fire extinguishers / needs to be installed / repaired
13. Stairs / ramps / need correct size / rails
14. Ceiling tiles / missing / need to be replaced
15. Congestion of materials / aisle obstructions
16. No approved trash cans
17. Chemically treated dust mops and oily rags not stored in metal containers with lids
18. Boiler room / due
19. Boiler / mechanical / not vented properly / fire tube / up / ventilated / not properly / needs repair
20. Dust covered mixture / need to be cleaned
21. Electrical breaker panel / access obstructed / needs labels / needs repair
22. Missing / safety covers / junction box / light switches / outlets
23. Light bulbs / need to be / temporary / installed
24. Permanent wiring / not in conduit / needs repair / need to remove extension cord(s) / not to code
25. Interior decorations exceed 20% wall coverage
26. Fuel shut-off / shut-off / needs to be located

**EXITS**

27. Exits / need to install / ( ) does not swing outward / needs repair / locked during business hours
28. Exit access / discharge / blocked, needs to be clear at all times
29. Exit signs / illum 6" red letter sign / needs repair / not visible
30. Emergency lighting / needs to install / needs repair
31. Travel distance to exit does not meet fire code

**EXTINGUISHERS**

32. Extinguisher / incorrect Class / needs recharging / needs to be inspected by a licensed company
33. Extinguisher, access and visibility / needs label / blocked
34. No fire extinguishers in building / need to install
35. Travel distance does not meet fire code

**KITCHEN HOODS / SUPPRESSION SYSTEM**

36. Does not meet NFPA 96 / ETA / UL 300
37. Hood / vent / suppression system / need to clean / needs inspection by a licensed co. / needs repair
38. Nozzles / position / missing caps / needs repair
39. Piping / location / incorrect size / needs repair
40. Storage tank / location / incorrect type / needs inspection by a licensed company
41. Pull station(s) / obstructed / needs repair
42. Filters / need cleaning / missing / incorrect type
43. Electrical wiring / defective / needs repair
44. Open flames need 18" distance from combustibles
45. Hood does not have 6" overhang
46. Cooking appliances not protected / improperly placed under nozzles / accumulation of grease
47. Need to install Class "K" fire extinguisher

**ALARMS**

48. Required as per NFPA 72
49. Alarm panel / obstructed / needs repair / needs to be inspected / needs a smoke detector / call signal
50. Smoke detector(s) / located incorrectly / needs relocation / replacement / not tied to FIRE ALARM
51. Heat detector(s) / located incorrectly / needs repair
52. Pull station(s) / obstructed / needs repair / need to be cover
53. Audible and visual / obstructed / needs repair
54. Special operations / monitor / HOA / other
55. Zone map required

**AUTOMATIC SPRINKLER SYSTEM**

56. Required as per NFPA 13 (0)
57. Sprinkler room / needs inspection / maintenance
58. Valves need repair
59. Piping need repair
60. Sprinkler head(s) / obstructed / incorrect type / needs clearance / needs repair
61. Sprinkler head storage cabinet / obstructed / incorrect / heads in storage / missing / wrench
62. Inspection test valve / location / flow / condition
63. Need to replace water gong with horn & strobe
64. Fire pump / needs repair / needs to be tested
65. Hose cabinet(s) / obstructed / need repair
66. F.D.C. / obstructed / need caps / needs repair / needs work / Class

**COMBUSTIBLE AND FLAMMABLE LIQUIDS**

67. Storage / location / required type / needs
68. Type of combustible / welding / fire code / liquid / compressed / cryogenic / L.P.G.
69. Dikes / location / required / repair
70. Gas / line need to be tested / Bay Tester
71. Pressurized cylinders not enclosed

☐ Okay as of this date: 2/18/15 ☐ 1st Warning of Fire Code Violation: ☐ 2nd Warning of Fire Code Violation:

VIOLATIONS / COMMENTS *(All items that are circled and/or listed below must be corrected.)*:

Aboveground hydrostatic inspection done @ this location by J.A. Garcia from Alliance.
System test for 2 hrs. pressure @ 215, did not drop.

RECOMMEND:

Such conditions are violations of either City or State Fire Prevention regulations. Please correct hazard(s) and help prevent fire. PROTECT LIFE AND PROPERTY.

Fire Marshal / Assistant Fire Marshal — Fire Chief — Fire Inspector & Call Sign

Occupant / Owner — Re-Inspection Date — Date:

If not corrected by this date, this matter will be processed through the Municipal Court.

have not been addressed and are affecting our progress. Some minor in nature but nevertheless they take their toll.

Per a previous email sent we again state that under **ARTICLE 8.3, DELAYS AND EXTENSIONS OF TIME** of **the project specifications is it our intention to request additional time due to these delays with extended general conditions.**

Thank you,

**Manuel M. Ornelas**
**Project Manager**
**D. Wilson Construction**
**Mobile: 956-336-8577**

**From:** Manuel Ornelas [mailto:manuelo@dwilsonconstruction.com]
**Sent:** Wednesday, January 28, 2015 3:24 PM
**To:** george@agadc.com; stan.ramos@co.hidalgo.tx.us
**Cc:** ED (edo@agadc.com); valde.guerra@co.hidalgo.tx.us; jlopez@prodigycompany.com; roy.cazares@da.co.hidalgo.tx.us; (moises.salazar@co.hidalgo.tx.us); martin.carrasco@co.hidalgo.tx.us; mateos@dwilsonconstruction.com; billw@dwilsonconstruction.com
**Subject:** FW: HC Admin Overhead Inspection on 2nd. floor/ Delays.
**Importance:** High

Gentlemen , Please see City inspection tag attached for the above ceiling area on the 2nd floor. We have passed that particular inspection however we still need the Fire Marshall's Inspection. Please see RFI #90, 1.21.15, regarding the leaking pump at the sprinkler pump room. We feel that the pressure will not hold once the sprinkler lines are pressurized thus not allowing us to pass the required pressure test for the duration of time required if this pump is not repaired. This issue has been present throughout the project and this leaking pump obviously has been occurring for some time now. We respectfully again request as per our meeting on Monday that this item, the leaking pump, be addressed ASAP. At present we are being delayed.

Thank you,

**Manuel M. Ornelas**
**Project Manager**
**D. Wilson Construction**
**Mobile: 956-336-8577**

**From:** Mateo Salazar [mailto:mateos@dwilsonconstruction.com]
**Sent:** Wednesday, January 28, 2015 3:01 PM
**To:** 'Manuel Ornelas'
**Subject:** HC Overhead Inspection on 2nd. floor

Manny;
Got a green tag from City for overhead inspection for the second floor, only need inspection from Fire Marshal to cover up. Please advise; thanks

Mateo Salazar
Project Superintendent
D. Wilson Construction
Cell: 956-330-0290

**Manuel Ornelas**

| | |
|---|---|
| **From:** | Manuel Ornelas <manuelo@dwilsonconstruction.com> |
| **Sent:** | Friday, February 6, 2015 4:54 PM |
| **To:** | george@agadc.com; stan.ramos@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; ED (edo@agadc.com); (moises.salazar@co.hidalgo.tx.us); martin.carrasco@co.hidalgo.tx.us |
| **Cc:** | mateos@dwilsonconstruction.com; horacioq@dwilsonconstruction.com |
| **Subject:** | FW: HC Admin Overhead Inspection on 2nd. floor/ Delays/ CONTINUED DELAYS. |
| **Attachments:** | 001.jpg |
| **Importance:** | High |

**Tracking:**

| Recipient | Read |
|---|---|
| george@agadc.com | Read: 2/9/2015 8:21 AM |
| stan.ramos@co.hidalgo.tx.us | |
| valde.guerra@co.hidalgo.tx.us | |
| ED (edo@agadc.com) | |
| (moises.salazar@co.hidalgo.tx.us) | Read: 2/6/2015 4:58 PM |
| martin.carrasco@co.hidalgo.tx.us | |
| mateos@dwilsonconstruction.com | |
| horacioq@dwilsonconstruction.com | Read: 2/9/2015 9:14 AM |

Gentleman, please see the email (dated 1.28.15) below and the city inspection tag attached. This is the message sent when I first issued the notification to you that we had passed the above ceiling inspection by the City on the 2nd floor with the exception of the Fire Marshall's inspection due to not being able to pressurize the sprinkler lines due to the leaking existing riser pump that won't hold the pressure thus preventing us conducting the inspection, keeping us covering up the ceiling, delaying floor covering and every phase that follows after that. IT HAS BEEN TEN (10) DAYS NOW SINCE THAT INSPECTION.

The leaking pump has been an issue since we started the project and has caused problems previously. **We officially informed you via RFI#90, 1.21.15 over two weeks ago that this condition would affect our above ceiling inspections and we have raised the issue at our last three meetings on 1.26.15, 2.3.15 and again at yesterday's meeting on 2.5.15. Yet the problem has not been addressed.** We have been told repeatedly that the County has somebody contracted to come and make the repairs to that pump **but that has not happened**. The County wants the building completed yet continues to delay us in this respect not to mention the many outstanding Change Requests which have not been addressed and are affecting our progress. Some minor in nature but nevertheless they take their toll.

Per a previous email sent we again state that under **ARTICLE 8.3, DELAYS AND EXTENSIONS OF TIME of the project specifications is it our intention to request additional time due to these delays with extended general conditions.**

Thank you,

Manuel M. Ornelas
**Project Manager**
**D. Wilson Construction**
**Mobile: 956-336-8577**

**Manuel Ornelas**

**From:** Manuel Ornelas <manuelo@dwilsonconstruction.com>
**Sent:** Monday, February 9, 2015 11:17 AM
**To:** jlopez@prodigycompany.com
**Cc:** george@agadc.com; ED (edo@agadc.com)
**Subject:** FW: HC Admin Overhead Inspection on 2nd. floor/ Delays/ CONTINUED DELAYS.

**Importance:** High

Jose, Per your request please see emails below. Additionally Joe an FYI the issue with the leak from the 3rd floor to the 2nd over the Restroom#252 (which we discussed at today's meeting) was brought up on RFI #90, 1.21.15. This is the same RFI which included the leaking sprinkler riser pump and the sensors in the Hall and access to them issue. I am informed by our onsite project Superintendent that apparently the County might have performed some work on that leak from the 3rd floor (not the pump) late last week. We have not received any notification of this (perhaps you can inquire about it) but I'm informed that recently there has not been any signs of any water running down the wall from the 3rd floor. We are moving ahead with rocking the Restroom ceiling but it cannot be completed due to the still ongoing sprinkler issue.

Thank you,

**Manuel M. Ornelas**
**Project Manager**
**D. Wilson Construction**
**Mobile: 956-336-8577**

**From:** Manuel Ornelas [mailto:manuelo@dwilsonconstruction.com]
**Sent:** Monday, February 9, 2015 9:40 AM
**To:** 'Stan Ramos'
**Cc:** 'george@agadc.com'; 'valde.guerra@co.hidalgo.tx.us'; 'ED'; 'moises.salazar@co.hidalgo.tx.us'; 'martin.carrasco@co.hidalgo.tx.us'; 'mateos@dwilsonconstruction.com'; 'horacioq@dwilsonconstruction.com'; billw@dwilsonconstruction.com
**Subject:** RE: HC Admin Overhead Inspection on 2nd. floor/ Delays/ CONTINUED DELAYS.
**Importance:** High

Good Morning Stan,

First of all thank you for your effort Stan we know you are doing all you can under the procedural regulations that the County has in place and we appreciate your efforts however **your efforts as appreciated as they are do not change the fact that we have been delayed**. Today being the Thirteenth (13th) day since we passed the Above Ceiling Inspection (exception the sprinkler system inspection due to this situation) on the 2nd floor that we will not be able to pressurize the lines and perform the inspection required, pass it and then move on to other phases. Other phases which I have stated and written repeatedly are being delayed due to this situation. This situation is right smack dab in the middle of the critical path for completion of the project. A path becoming more critical with each passing day.

As I have stated previously this matter was brought to everyone's attention formally on **1.21.15 via RFI #90, roughly TWENTY-ONE days ago, Three weeks.** I have also brought this issue up at the last three meetings we have held. Yet here we are.

And to put the matter further into perspective this issue was verbally **first brought to attention of the County on 8.18.14 (August the 18th of last year)**. And as I understand it the County had Allied (their sprinkler system maintenance contractor under contract) work on the pump on **8.19.14** however they did not replace the worn out gaskets on the pump which Allied recommended be done in conversation with our Superintendent. **This information was relayed on to the County but yet here we are.**

**Contractually we have the right to request an extension of time to the contract due to this delay by the County which is completely out of DWC's control and we intend to.**

Thank you Sir,

**Manuel M. Ornelas**
**Project Manager**
**D. Wilson Construction**
**Mobile: 956-336-8577**

**From:** Stan Ramos [mailto:stan.ramos@co.hidalgo.tx.us]
**Sent:** Friday, February 6, 2015 5:24 PM
**To:** Manuel Ornelas
**Cc:** george@agadc.com; valde.guerra@co.hidalgo.tx.us; ED; moises.salazar@co.hidalgo.tx.us; martin.carrasco@co.hidalgo.tx.us; mateos@dwilsonconstruction.com; horacioq@dwilsonconstruction.com
**Subject:** Re: HC Admin Overhead Inspection on 2nd. floor/ Delays/ CONTINUED DELAYS.

Mr. Ornelas,

As I mentioned to yesterday I'm working with our purchasing department in getting an emergency po to resolve the issues with the fire sprinkler system. I should have an answer by Monday.

Thanks
Stan

Sent from my iPhone

On Feb 6, 2015, at 4:49 PM, Manuel Ornelas <manuelo@dwilsonconstruction.com> wrote:

> Gentleman, please see the email (dated 1.28.15) below and the city inspection tag attached. This is the message sent when I first issued the notification to you that we had passed the above ceiling inspection by the City on the 2nd floor with the exception of the Fire Marshall's inspection due to not being able to pressurize the sprinkler lines due to the leaking existing riser pump that won't hold the pressure thus preventing us conducting the inspection, keeping us covering up the ceiling, delaying floor covering and every phase that follows after that. IT HAS BEEN TEN (10) DAYS NOW SINCE THAT INSPECTION.
>
> The leaking pump has been an issue since we started the project and has caused problems previously. **We officially informed you via RFI#90, 1.21.15 over two weeks ago that this condition would affect our above ceiling inspections and we have raised the issue at our last three meetings on 1.26.15, 2.3.15 and again at yesterday's meeting on 2.5.15. Yet the problem has not been addressed.** We have been told repeatedly that the County has somebody contracted to come and make the repairs to that pump **but that has not happened**. The County wants the building completed yet continues to delay us in this respect not to mention the many outstanding Change Requests which

# PURCHASE ORDER INCREASE
# COUNTY OF HIDALGO

Department: Facilities Mgmt.
Contact Name: Mario Sifuentes
Telephone # (956) 289-7850

Purchase Order Number: **698457**
Increase # 9 for this Purchase Order
Procurement Method:

- ☐ Contract # C-12-029-10-23
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

**TO:** Vendor Number: 376035
Vendor Name: D. Wilson Construction Co
Address: PO BOX 3455
McAllen, TX 78502-3455

Increase Purchase Order for the following items:

| Quantity | UOM | Description | NIGP | Unit Price | Amount |
|---|---|---|---|---|---|
| | | *Amount of Original Purchase Order* | | | $ 3,314,000 |
| | | 1st PO Increase $61,200.00<br>2nd PO Increase $20.00<br>3rd PO Increase $124,541.00<br>4th PO Increase $114,810.00<br>5th PO Increase $11,763.00<br>6th PO Increase $22,672.00<br>7th PO Increase $28,247.00<br>8th PO Increase $5,119.00<br>Change Order #2<br>Remodel of existing Old Admin Bldg<br>NIGP#91065 | | | |
| | | *Amount of Increase Request* | | | $9,182.20 |
| | | *TOTAL AMOUNT* | | | $3,691,554.20 |

Account Number: **5-1342-419-40-220-043-0-452**

Liquidated: _____
Available: _____

Reason: **Change Order #7**

Authorization: _____ Department Head — Date: 3/12/15

Reviewed by: _____ Purchasing Department — Date: _____

Approved By: _____ Purchasing Agent — Date: _____

Approved By: _____ Hidalgo County Auditor — Date: _____

**AI -48900** **Purchasing Department** **24. B. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authorization and approval to purchase Three (3) New or Newer 2015 Ford Police Interceptor's through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the amount of **$76,085.50** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-111-OGG)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1304-421-00-291-014-0-752

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

**BUDGETARY IMPACT:**

Acct # 5-1304-421-00-291-014-0-752 has been provided for proposed purchase.

## Attachments

3-Ford Exp PI

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:47 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:22 PM |
| Obdett Calzada | Obdett Calzada | 03/13/2015 03:23 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Oscar Garza | | Started On: 03/12/2015 04:15 PM |
| Final Approval Date: 03/13/2015 | | |

CONSTABLE PCT #1

(3) 2015 FORD POLICE INT UTILITY

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Silsbee Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

| | |
|---|---|
| **Vendor Name:** | Silsbee Ford |
| **Address:** | 1211 US HWY 96 N<br>Silsbee, TX 77656 |
| **Phone Number:** | (409) 895-3800 |
| **Email:** | rhyder.cowboyfleet@gmail.com |
| **Federal ID:** | 76-0533144 |
| **Contact:** | Richard Hyder |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 90 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | 25% restocking fee during first 30 days. |

**REVIEWED**
*By Oscar Garza at 2:23 pm, Mar 10, 2015*

**FINAL**

**APPROVED**
*By Rudy Salinas at 11:25 am, Mar 11, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# BUYBOARD #430-13
## Vehicles and Heavy Duty Trucks
## PRODUCT PRICING SUMMARY BASED ON CONTRACT

**VENDOR: SILSBEE FORD, INC**
**1211 US HWY 96N**
**SILSBEE, TX 77656**

**End User:** HIDALGO COUNTY CONSTABLE PCT#1 — **Silsbee Rep:** JARROD RUNNELS
**Contact:** OSCAR GARZA — **Phone/email:** 409-895-3800 x 258
**Phone/email:** 956-292-7000 / oscar.garza@co.hidalgo.tx.us — **Date:** Tuesday, March 10, 2015
**Product Description:** 2015 FORD POLICE INT UTILTIY

**A. Bid Series:** 102 — **A. Base Price:** $ 23,576.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| 51Y | DRIVER'S SPOT LIGHT | $ 202.10 | | WHITE EXTERIOR | |
| 86P | HEADLAMP PREP | $ 117.50 | | 2015 FORD UTILITY POLICE INTERC | |
| | | | | 3.7L V6 / AUTO TRANS | |
| | | | | RUBBER FLOORS FRT/REAR AIR | |
| 17A | REAR AIR CONDITIONING | $ 573.40 | | PW& L , CRUISE, CLTH/VINYL | |
| | | | | | |
| | | | | | |
| \ | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Total of B. Published Options:** $ 893.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | | |
| | | | |
| 25 INSTOCK UNITS 2015 MODELS | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

| | | |
|---|---|---|
| **D.** | **Pre-delivery Inspection:** | $ - |
| **E.** | **Texas State Inspection:** | $ - |
| **F.** | **Manufacturer Destination/Delivery:** | $ - |
| **G.** | **Floor Plan Interest (for in-stock and/or equipped vehicles):** | $ - |
| **H** | **Lot Insurance (for in-stock and/or equipped vehicles):** | $ - |
| **I.** | **Contract Price Adjustment:** _____ | |
| **J.** | **Additional Delivery Charge:** 434 **miles** x $1.75 per mile | $ 759.50 |
| **K.** | **Subtotal:** | $ 25,228.50 |
| **L.** | **Quantity Ordered** 3 **x K =** | $ 75,685.50 |
| **M.** | **Trade in:** _____ | |
| **N.** | **BUYBOARD Administrative Fee ($400 per purchase order)** | $ 400.00 |
| **O.** | **TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** | $ 76,085.50 |

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Silsbee Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor
Browse Contracts
Instructional Materials

Additional Resources

Show 25 results

Narrow Results: 23

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Silsbee Ford | Ford Transit T-350, Super Duty Extended 12-Passenger Van (X2Z). Rear wheel drive, 3.7L V6 FFV, 6-speed automatic, 148" WB, 9000# GVWR, complete with all manufacturer's standard equipment. Line Item 123 | N/A | $26,580.00 |
| Silsbee Ford | Ford Transit T-150, 8-Passenger Van (K1Z). Rear wheel drive, 3.7L V6 FFV, 6-speed automatic, 130" WB, 8550# GVWR, complete with all manufacturer's standard equipment. Line Item 122 | N/A | $23,567.00 |
| Silsbee Ford | Ford Police Interceptor Sport Utility AWD (K8A). AWD, 3.7L V6 engine, complete with all manufacturer's standard equipment. Line Item 102 | N/A | $23,576.00 |

**Extended Product Information**

**Brand:** Ford

**Part Number:** Police Interceptor SUV

**Unit Measure:** EA

**Full Description:** Ford Police Interceptor Sport Utility AWD (K8A). AWD, 3.7L V6 engine, complete with all manufacturer's st
Line Item 102

Showing 1 to 3 of 3 entries (filtered from 40 total entries)

First Previous 1 Next Last

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 97 | Ford Mustang (P8A) | Coupe | **Ford Mustang V6 (P8A)** – Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment | $17,971.00 | FORD MUSTANG P8A | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 98 | Ford Focus S (P3E) | Compact Sedan | **Focus S Sedan (P3E)** – Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment | $11,711.00 | FORD FOCUS S SEDAN P3E | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 99 | Ford C-Max Hybrid (P5A) | Compact Sedan | **C-Max Hybrid Sedan (C-Max P5A)** – Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment | $21,022.00 | FORD C MAX HYBRID C MAX P5A | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 100 | Ford C-Max Energi (P5C) | Compact Sedan | **C-Max Energi Sedan (C-Max P5C)** – Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment | $28,027.00 | FORD C-MAX ENERGI SEDAN C MAX P5C | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 101 | Ford Police Interceptor AWD (P2M) | Law Enforcement Sedan AWD | **Police Incepector Sedan (P2M)** – AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment | $20,842.00 | FORD AWD POLICE INTERCEPTOR P2M | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 102 | Ford Police Interceptor Sport Utility AWD (K8A) | Law Enforcement Sport Utility AWD | **Police Incepector Sport Utility (K8A)** – AWD, 3.7L V6 engine complete with all manufacturer's standard equipment | $23,131.00 | FORD AWD POLICE INTERCEPTOR SUV K8A | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

RB

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

CNGP530 VEHICLE ORDER CONFIRMATION 02/16/15 14:15:03

==> _____ Dealer: F52089

2015 EXPLORER 4-DOOR Page: 1 of 1

Order No: 1111 Priority: D5 Ord FIN: QS093 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: HIDALGO PO Number:

| | | RETAIL |
|---|---|---|
| K8A | 4DR AWD POLICE | $30405 |
| | .112.6" WB | |
| YZ | OXFORD WHITE | |
| 9 | CLTH BKTS/VNL R | |
| W | BLACK INTERIOR | |
| 500A | EQUIP GRP | |
| 99R | .3.7L V6 TIVCT | NC |
| 44C | .6-SPD AUTO TRAN | NC |
| | FRT LICENSE BKT | NC |
| 17A | AUX CLIMATE CTL | 610 |
| 51Y | DRV SDE SPT LMP | 215 |
| 595 | KEYLESS W/O PAD | 260 |
| 86P | FRT LMP HOUSING | 125 |
| | FLEX FUEL | |
| | SP DLR ACCT ADJ | |

| | | RETAIL |
|---|---|---|
| | SP FLT ACCT CR | |
| | FUEL CHARGE | |
| B4A | NET INV FLT OPT | NC |
| | PRICED DORA | NC |
| | DEST AND DELIV | 895 |
| TOTAL | BASE AND OPTIONS | 32510 |
| TOTAL | | 32510 |
| *THIS | IS NOT AN INVOICE* | |

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC025491

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 136 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle | $ 70.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 137 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles | $ 1.75 /mile | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 023003473**

ENTITY SILSBEE FORD-LINCOLN-MERCURY INC Status:Active

DUNS: 023003473 +4: CAGE Code: 62AM5 DoDAAC:

Expiration Date: Jan 12, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 1211 US HWY 96 N
City: SILSBEE State/Province: TEXAS
ZIP Code: 77656-7190 Country: UNITED STATES

***REVIEWED***
***By Oscar Garza at 11:18 am, Mar 11, 2015***

**AI -48905** **Purchasing Department** **24. B. 2.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authorization and approval to purchase Three (3) New or Newer 2015 Chevrolet 1500 4x4 Crewcab's through the County's membership/participation with Buyboard's awarded vendor, Country Caldwell Chevrolet/Ford (Contract #430-13) in the amount of **$87,490.00** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-111-OGG)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1304-421-00-291-014-0-752

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

**BUDGETARY IMPACT:**

Funds available as of 3-13-15

## Attachments

3-1500 PU 4x4 CrewCab

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:49 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:24 PM |
| Ivan Cantu | Ivan Cantu | 03/13/2015 02:58 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Oscar Garza | | Started On: 03/12/2015 05:15 PM |
| Final Approval Date: 03/13/2015 | | |

CONSTABLE PCT #1

(3) 2015 CHEVROLET 1500 CREWCAB 4X4

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back



| | |
|---|---|
| **Vendor Name:** | Caldwell Country Chevrolet |
| **Address:** | P. O. Box 27<br>Caldwell, TX 77836 |
| **Phone Number:** | (979) 567-6116 |
| **Email:** | aknapp@caldwellcountry.com |
| **Website:** | http://www.caldwellcountry.com |
| **Federal ID:** | 14-1856872 |
| **Contact:** | Averyt Knapp |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 10:05 am, Mar 03, 2015*

**FINAL**

**APPROVED**
*By Rudy Salinas at 10:48 am, Mar 11, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# CALDWELL COUNTRY FORD-CHEVROLET

**800 HWY 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD 430-13**

**End User:** HIDLAGO COUNTY CONSTABLE PCT 1 **Caldwell Rep:** ALAN WILEY 254 865-9112

**Contact:** CHIEF DEPUTY JOE F. ESPINOSA **Date:** 28-Feb-15

**Product Description:** CHEVROLET 1500 PICKUP

**A. Bid Series:** 24 **A. Base Price:** $ 18,775.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| CK | 2015 CREW CAB 4X4 | $ 6,586.00 | PCR | CONVENIENCE PACKAGE | $ 304.00 |
| 15543 | SHORT BED PICKUP TRUCK | INCL | | POWER MIRRORS | INCL |
| | TILT/CRUISE | INCL | | REMOTE KEYLESS ENTRY | INCL |
| | POWER WINDOWS-LOCKS | INCL | NQH | 4X4 SHIFT ON THE FLY | $ 190.00 |
| | 6-SPEED AUTOMATIC | INCL | 5W4 | SPECIAL SERVICE PACKAGE | $ 1,525.00 |
| | AM-FM RADIO | INCL | | 5.3L V8 GAS | INCL |
| | CLOTH 40-20-40 SEAT | INCL | | 170 AMP ALT & HD BATTERY | INCL |
| | RUBBER FLOOR | INCL | | CLOTH BUCKETS FRONT | INCL |
| | AIR CONDITIONING | INCL | | NO CENTER CONSOLE | INCL |
| UVC | REAR VISION CAMERA | $ 190.00 | | REAR VINYL SEAT | INCL |
| 9G8 | INOP DAYTIME RUNNING | $ 9.00 | | 110 VOLT AC OUTLET | INCL |
| | LIGHTS | | Z82 | TRAILER TOW PACKAGE | $ 356.00 |
| | | | FHS | FLEX FUEL E85 ENGINE | $ 95.00 |

**Total of B. Published Options:** $ 9,255.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| PLEASE FAX PURCHASE ORDERS TO | NOTE | DELIVER TO CONSTABLE PCT 1 | |
| 254 865-9118 | | 1900 JOE STEPHENS | |
| alan@caldwellcountry.com | E-MAIL | WESLACO, TEXAS | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | ESTIMATED DELIVERY IN 90-120 DAYS | NOTE |
| | | WHITE | COLOR |

**Total of C. Unpublished Options:** $ -

**D. Contract Price Adjustment:**

**E. Delivery Charges:** 354 miles $ 1,000.00

**F. Total of A + B + C + D + E = F** $ 29,030.00

**G. Quantity Ordered** 3 **x F =** $ 87,090.00

**H. BUYBOARD FEE PER PURCHASE ORDER** $ 400.00

**I. Non-Equip Charges & Credits**

**J. TOTAL PURCHASE PRICE** $ 87,490.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: 18

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all manufacturer's standard equipment. Line Item 24 | N/A | $18,775.00 |

**Extended Product Information**

**Reference Number:** 430-13
**Part Number:** CC10703
**Unit Measure:** EA
**Vendor Website:** http://www.caldwellcountry.com
**Full Description:** Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all ma standard equipment. Line Item 24

| | | | |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Impala LS (1WF19) Mid Size Sedan. Chevrolet Impala LS model complete with all manufacturer's standard equipment. Line Item 16 | N/A | $18,985.00 |
| Caldwell Country Chevrolet | Chevrolet Malibu LS (1GB69) Mid Size Sedan. Chevrolet Malibu LS model complete with all manufacturer's standard equipment. Line Item 17 | N/A | $18,365.00 |

Showing 1 to 3 of 3 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Additional Resources

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 21 | Chevrolet Tahoe (CC10706-1FL) | Sport Utility | **Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment | $28,176.00 | 2014 TAHOE SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 22 | Chevrolet Suburban (CC15906-1FL) | Sport Utility | **Chevrolet Suburban (CC15906-1FL) Sport Utility --** Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment | $31,525.00 | 2014 SUBURBAN | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 23 | Chevrolet Colorado Pickup (CS15653) | Extended Cab Pickup | **Chevrolet Colorado Extended Cab (CS15653) Pickup --** Extended cab, 2WD, complete with all manufacturer's standard equipment | $23,717.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 24 ✓ | Chevrolet Silverado 1500 Pickup (CC10703) | Full Size Pickup, 1/2 ton, Regular cab | **Chevrolet Silverado 1500 Full Size (CC10703) Pickup --** 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $17,445.00 | 2014 1500 REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 25 | Chevrolet Silverado 2500HD Pickup (CC25903) | Full Size Pickup, 3/4 ton, Regular Cab | **Chevrolet Silverado 2500HD Full Size (CC25903) Pickup--** 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment | $20,340.00 | 2014 2500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 26 | Chevrolet Silverado 3500HD Pickup (CC35903) | Full Size Pickup, 1 ton, Regular Cab | **Chevrolet Silverado 3500HD Full Size (CC35903) Pickup--** 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $21,946.00 | 2014 3500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

Base Model

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | Interior: - Dark Ash with Jet Black Interior Acc |
| 4.3L/262 CID Gas/Ethanol V6 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15703 | 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | $26,105.00 |
| | **OPTIONS** | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| LV3 | ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DI | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C7K | GVWR, 6500 LBS. (2948 KG) | $0.00 |
| GU5 | REAR AXLE, 3.23 RATIO | $0.00 |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP | $0.00 |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| H2Q | DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB | $0.00 |
| FHS | E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA | $0.00 |
| | **SUBTOTAL** | **$26,105.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 366.0, Data updated 12/24/2014
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Customer File:

December 30, 2014 1:17:38 PM

**Prepared By:**
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| TOTAL PRICE | **$27,300.00** |

Est City: 18.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 624.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 366.0, Data updated 12/24/2014
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**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" Wor

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Silverado 1500 4WD Crew Cab 143.5" Work Truck | Interior: - Dark Ash with Jet Black Interior Acc |
| * 5.3L/325 CID * Gas/Ethanol V8 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CK15543 | 2015 Chevrolet Silverado 1500 4WD Crew Cab 143.5" Work Truck | $37,380.00 |
| CC15703 | 2015 CHEVROLET SILVERADO 1500 2WD REG CAB | 26,105.00 |
| | MSRP DIFFERENCE | 11,275.00 |
| | **OPTIONS** | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| L83 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | INC |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C5Z | GVWR, 7200 LBS. (3266 KG) | INC |
| GU4 | REAR AXLE, 3.08 RATIO | INC |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP | $0.00 |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| H2R | DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB | $0.00 |
| PCR | WT FLEET CONVENIENCE PACKAGE | $320.00 ✓ |
| 5W4 | SPECIAL SERVICE PACKAGE | $1,790.00 ✓ |
| Z82 | TRAILERING PACKAGE | $375.00 ✓ |
| FHS | E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA | $100.00 ✓ |
| NQH | TRANSFER CASE, ELECTRONIC AUTOTRAC WITH ROTARY DIAL CONTROL | $200.00 ✓ |
| KNP | COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER | INC |
| K47 | AIR CLEANER, HIGH-CAPACITY | INC |
| ____ | BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENA | INC |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 370.0, Data updated 1/20/2015
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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" Wor

## *WINDOW STICKER*

| | | |
|---|---|---|
| K4D | BATTERY, 730 COLD-CRANKING AMPS | INC |
| KW7 | ALTERNATOR, 170 AMP | INC |
| DL8 | MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE | INC |
| AQQ | REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS | INC |
| KI4 | POWER OUTLET, 110-VOLT AC | INC |
| UVC | REAR VISION CAMERA WITH DYNAMIC GUIDE LINES | $200.00 |
| VQ3 | FLEET PROCESSING OPTION | $0.00 |
| | **SPECIAL EQUIPMENT OPTIONS** | |
| 9U3 | SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRI | $0.00 |
| 5T5 | SEATS, 2ND ROW VINYL WITH FRONT CLOTH SEATS | $0.00 |
| 9G8 | DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE | $10.00 |
| | **SUBTOTAL** | **$40,375.00** |
| | Advert/Adjustments | $0.00 |
| | Destination Charge | $1,195.00 |
| | **TOTAL PRICE** | **$41,570.00** |

Est City: * 16.00 mpg
Est Highway: 22.00 mpg
Est Highway Cruising Range: 572.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 370.0, Data updated 1/20/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 38 | Program Vehicles | Discount (%) Off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned) | ____5___% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 39 | Third Party (not OEM) Options | Discount (%) Off Third Party (not OEM Options | Discount (%) Off Third Party (not OEM Options) | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 40 | Parts | Discount (%) Off Parts | Discount (%) Off Parts | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 41 | Extended Warranty | Discount (%) Off Extended Service Maintenance Agreements | Discount (%) Off Extended Service Maintenance Agreements | _____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 42 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 43 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

| | | |
|---|---|---|
| ENTITY | Caldwell Automotive Partners, LLC | Status:Active |
| DUNS: 003984249 | +4: | CAGE Code: 6X8E1 DoDAAC: |
| Expiration Date: May 5, 2015 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 800 State Highway 21 E<br>City: Caldwell<br>ZIP Code: 77836-4512 | State/Province: TEXAS<br>Country: UNITED STATES | |

***REVIEWED***
***By Oscar Garza at 2:51 pm, Feb 26, 2015***

**AI -48907** **Purchasing Department** **24. B. 3.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Oscar Garza,
PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authorization and approval to purchase Two (2) New or Newer 2015 Ford PI Sedan (Taurus) & Four (4) 2015 Ford Explorer Police Interceptor through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the combined total of **$145,822.40** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-113-OGG)

**BACKGROUND**

Proposed purchase will replace units in Constable Pct. #4.

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1304-421-00-294-014-0-752

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

**BUDGETARY IMPACT:**

Available balance as of 3-13-15 $250,000.00

## Attachments

2-Ford Taurus Sedan
4-Ford Explorer PI

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:51 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:27 PM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 04:51 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Oscar Garza | | Started On: 03/12/2015 05:59 PM |
| Final Approval Date: 03/13/2015 | | |

CONSTABLE PCT #4

(2)(1) NEW 2015 FORD PI SEDAN

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

Vendors
Silsbee Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

| | |
|---|---|
| **Vendor Name:** | Silsbee Ford |
| **Address:** | 1211 US HWY 96 N<br>Silsbee, TX 77656 |
| **Phone Number:** | (409) 895-3800 |
| **Email:** | rhyder.cowboyfleet@gmail.com |
| **Federal ID:** | 76-0533144 |
| **Contact:** | Richard Hyder |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 90 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | 25% restocking fee during first 30 days. |

**REVIEWED**
*By Oscar Garza at 5:50 pm, Feb 24, 2015*

**COMPLETED**

**FINAL**

**APPROVED**
*By Rudy Salinas at 11:44 am, Mar 11, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# BUYBOARD #430-13
## Vehicles and Heavy Duty Trucks
## PRODUCT PRICING SUMMARY BASED ON CONTRACT

**VENDOR: SILSBEE FORD, INC**
**1211 US HWY 96N**
**SILSBEE, TX 77656**

**End User:** HIDALGO COUNTY CONSTABLE PCT#4 **Philpott Rep:** JARROD RUNNELS
**Contact:** OSCAR GARZA **Phone/email:** 409 853 3439
**Phone/email:** 956-292-7000 x4857 oscar.garza@do.hidalgo.tx.u **Date:** Monday, March 09, 2015
**Product Description:** 2015 FORD PI SEDAN

**A. Bid Series:** 101 **A. Base Price:** $ 21,067.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| 13P | HEADLAMP PREP | $ 112.80 | | 2015 FORD POLICE INT SEDAN | |
| | | | | CLOTH FRT VINYL REAR/ RUBBER | |
| | | | | POWER WINDOWS AND LOCKS | |
| 60P | KEY FOBS | $ 239.70 | | CRUISE CONTROL | |
| | FACTORY ORDER ONLY | | | WHITE EXTERIOR, BLACK CLOTH | |
| | | | | ALL WHEEL DRIVE, HD BRAKES | |
| | | | | SUSPENSION | |
| | | | | CLOTH FRONT VINYL REAR | |
| | | | | **ORDER TIME 60-90 DAYS** | |
| | | | | | |
| | | | | | |

**Total of B. Published Options:** $ 352.50

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

| | | | |
|---|---|---|---|
| **D.** | **Pre-delivery Inspection:** | | $ - |
| **E.** | **Texas State Inspection:** | | $ - |
| **F.** | **Manufacturer Destination/Delivery:** | | $ - |
| **G.** | **Floor Plan Interest (for in-stock and/or equipped vehicles):** | | $ - |
| **H** | **Lot Insurance (for in-stock and/or equipped vehicles):** | | $ - |
| **I.** | **Contract Price Adjustment:** | 0 | $ - |
| **J.** | **Additional Delivery Charge:** | 434 **miles** x $1.75 per mile | $ 759.50 |
| **K.** | **Subtotal:** | | $ 22,179.00 |
| **L.** | **Quantity Ordered** | 2 x K = | $ 44,358.00 |
| **M.** | **Trade in:** | | |
| **N.** | **BUYBOARD Administrative Fee ($400 per purchase order)** | | $ 400.00 |
| **O.** | **TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** | | $ 44,758.00 |

**PRICE VERIFICATION**

SILSBEE FORD- BB CONTRACT # 430-13

DATE: FEBRUARY 06, 2015

| | | | | | |
|---|---|---|---|---|---|
| Silsbee Ford | Ford Police Interceptor AWD (P2M) Sedan. AWD, four door, 3.7L V6 engine, complete with all manufacturer's standard equipment. Line Item 101 | N/A | $21,067.00 | 1 | Add Hide Details |

**Extended Product Information**

| | |
|---|---|
| **Reference Number:** | 430-13 |
| **Part Number:** | Police Interceptor |
| **Unit Measure:** | EA |
| **Full Description:** | Ford Police Interceptor AWD (P2M) Sedan. AWD, four door, 3.7L V6 engine, complete with all manufacturer's standard equipment. Line Item 101 |

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 97 | Ford Mustang (P8A) | Coupe | **Ford Mustang V6 (P8A)** -- Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment | $17,971.00 | FORD MUSTANG P8A | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 98 | Ford Focus S (P3E) | Compact Sedan | **Focus S Sedan (P3E)** -- Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment | $11,711.00 | FORD FOCUS S SEDAN P3E | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 99 | Ford C-Max Hybrid (P5A) | Compact Sedan | **C-Max Hybrid Sedan (C-Max P5A)** -- Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment | $21,022.00 | FORD C MAX HYBRID C MAX P5A | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 100 | Ford C-Max Energi (P5C) | Compact Sedan | **C-Max Energi Sedan (C-Max P5C)** -- Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment | $28,027.00 | FORD C-MAX ENERGI SEDAN C MAX P5C | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 101 | Ford Police Interceptor AWD (P2M) | Law Enforcement Sedan AWD | **Police Incepector Sedan (P2M)** -- AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment | $20,842.00 | FORD AWD POLICE INTERCEPTOR P2M | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 102 | Ford Police Interceptor Sport Utility AWD (K8A) | Law Enforcement Sport Utility AWD | **Police Incepector Sport Utility (K8A)** -- AWD, 3.7L V6 engine complete with all manufacturer's standard equipment | $23,131.00 | FORD AWD POLICE INTERCEPTOR SUV K8A | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

RDB

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

CNGP530 VEHICLE ORDER CONFIRMATION 02/16/15 13:53:20

==> Dealer: F52089

2015 TAURUS Page: 1 of 1

Order No: 1111 Priority: D3 Ord FIN: QS093 Order Type: 5B Price Level: 520

Ord Code: 500A Cust/Flt Name: HIDALGO PO Number:

| | | RETAIL | | RETAIL |
|---|---|---|---|---|
| P2M | AWD INTERCEPTOR | $28800 | PRICED DORA | NC |
| YZ | OXFORD WHITE | | DEST AND DELIV | 825 |
| R | CLOTH/VINYL | | TOTAL BASE AND OPTIONS | 30000 |
| W | BLACK | | TOTAL | 30000 |
| 500A | EQUIP GRP | | *THIS IS NOT AN INVOICE* | |
| | .FLEX FUEL | | | |
| 99K | .3.7L TIVCT V6 | NC | | |
| 44J | .6-SPD AUTO TRAN | NC | | |
| 13P | HEADLAMP PREP | 120 | | |
| | FRT LICENSE BKT | NC | | |
| 60P | KEY FOB | 255 | | |
| | SP DLR ACCT ADJ | | | |
| | SP FLT ACCT CR | | | |
| | FUEL CHARGE | | | |
| B4A | NET INV FLT OPT | NC | | |

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC025491

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES | | | | | | |
| 136 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle | $ 70.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 137 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles | $ 1.75 /mile | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management, Entity Management**
**Record Status: Active**
**DUNS Number: 023003473**

| | | |
|---|---|---|
| ENTITY | SILSBEE FORD-LINCOLN-MERCURY INC | Status:Active |
| DUNS: 023003473 | +4: | CAGE Code: 62AM5 DoDAAC: |
| Expiration Date: Jan 12, 2016 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 1211 US HWY 96 N<br>City: SILSBEE<br>ZIP Code: 77656-7190 | State/Province: TEXAS<br>Country: UNITED STATES | |

***REVIEWED***
***By Oscar Garza at 1:36 pm, Feb 26, 2015***

CONSTABLE PCT. #4
(4) 2015 FORD POLICE INT UTILITY

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Silsbee Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

| | |
|---|---|
| **Vendor Name:** | Silsbee Ford |
| **Address:** | 1211 US HWY 96 N<br>Silsbee, TX 77656 |
| **Phone Number:** | (409) 895-3800 |
| **Email:** | rhyder.cowboyfleet@gmail.com |
| **Federal ID:** | 76-0533144 |
| **Contact:** | Richard Hyder |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Option |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 90 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | 25% restocking fee during first 30 days. |

**REVIEWED**
*By Oscar Garza at 11:30 am, Feb 26, 2015*

**FINAL**

**APPROVED**
*By Rudy Salinas at 3:25 pm, Feb 27, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# BUYBOARD #430-13
## Vehicles and Heavy Duty Trucks
## PRODUCT PRICING SUMMARY BASED ON CONTRACT

**VENDOR: SILSBEE FORD, INC**
**1211 US HWY 96N**
**SILSBEE, TX 77656**

**End User:** HIDALGO COUNTY CONSTABLE PCT#4 **Silsbee Rep:** JARROD RUNNELS
**Contact:** OSCAR GARZA **Phone/email:** 409-895-3800 x 258
**Phone/email:** 956-292-7000 / oscar.garza@co.hidalgo.tx.us **Date:** Thursday, February 05, 2015
**Product Description:** 2015 FORD POLICE INT UTILTIY

**A. Bid Series:** 102 **A. Base Price:** $ 23,576.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| | | | | WHITE EXTERIOR | |
| | NO SPOT LIGHT | | | 2015 FORD UTILITY POLICE INTERC | |
| | | | | 3.7L V6 / AUTO TRANS | |
| 86P | HEADLAMP PREP | $ 117.50 | | RUBBER FLOORS FRT/REAR AIR | |
| 17A | REAR AIR CONDITIONING | $ 573.40 | | PW& L , CRUISE, CLTH/VINYL | |
| 595 | KEYLESS ENTRY | $ 239.70 | | | |
| | ORDERED FROM FACTORY | | | | |
| | | | | | |
| | | | | THESE UNITS WILL NEED TO | |
| | | | | BE ORDERED | |
| | | | | | |

**Total of B. Published Options:** $ 930.60

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

| | | |
|---|---|---|
| D. | Pre-delivery Inspection: | $ - |
| E. | Texas State Inspection: | $ - |
| F. | Manufacturer Destination/Delivery: | $ - |
| G. | Floor Plan Interest (for in-stock and/or equipped vehicles): | $ - |
| H | Lot Insurance (for in-stock and/or equipped vehicles): | $ - |
| I. | Contract Price Adjustment: | |
| J. | Additional Delivery Charge: 434 miles | $ 759.50 |
| K. | Subtotal: | $ 25,266.10 |
| L. | Quantity Ordered 4 x K = | $ 101,064.40 |
| M. | Trade in: | |
| N. | BUYBOARD Administrative Fee ($400 per purchase order) | $ 400.00 |
| O. | TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE | $ 101,464.40 |

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

Vendors
Silsbee Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results: 23

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Silsbee Ford | Ford Transit T-350, Super Duty Extended 12-Passenger Van (X2Z). Rear wheel drive, 3.7L V6 FFV, 6-speed automatic, 148" WB, 9000# GVWR, complete with all manufacturer's standard equipment. Line Item 123 | N/A | $26,580.00 |
| Silsbee Ford | Ford Transit T-150, 8-Passenger Van (K1Z). Rear wheel drive, 3.7L V6 FFV, 6-speed automatic, 130" WB, 8550# GVWR, complete with all manufacturer's standard equipment. Line Item 122 | N/A | $23,567.00 |
| Silsbee Ford | Ford Police Interceptor Sport Utility AWD (K8A). AWD, 3.7L V6 engine, complete with all manufacturer's standard equipment. Line Item 102 | N/A | $23,576.00 |

**Extended Product Information**

| | |
|---|---|
| **Brand:** | Ford |
| **Part Number:** | Police Interceptor SUV |
| **Unit Measure:** | EA |
| **Full Description:** | Ford Police Interceptor Sport Utility AWD (K8A). AWD, 3.7L V6 engine, complete with all manufacturer's st Line Item 102 |

Showing 1 to 3 of 3 entries (filtered from 40 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

**PRICE VERIFICATION**

SILSBEE FORD-BUYBOARD CONTRACT #430.13

DATE: FEBRUARY 06, 2015

| | | | | | |
|---|---|---|---|---|---|
| Silsbee Ford | Ford Police Interceptor Sport Utility AWD (K8A). AWD, 3.7L V6 engine, complete with all manufacturer's standard equipment. Line Item 102 | N/A | $23,576.00 | | Add Hide Details |

**Extended Product Information**

| | |
|---|---|
| **Brand:** | Ford |
| **Part Number:** | Police Interceptor SUV |
| **Unit Measure:** | EA |
| **Full Description:** | Ford Police Interceptor Sport Utility AWD (K8A). AWD, 3.7L V6 engine, complete with all manufacturer's standard equipment. Line Item 102 |

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 97 | Ford Mustang (P8A) | Coupe | **Ford Mustang V6 (P8A)** -- Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment | $17,971.00 | FORD MUSTANG P8A | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 98 | Ford Focus S (P3E) | Compact Sedan | **Focus S Sedan (P3E)** -- Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment | $11,711.00 | FORD FOCUS S SEDAN P3E | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 99 | Ford C-Max Hybrid (P5A) | Compact Sedan | **C-Max Hybrid Sedan (C-Max P5A)** -- Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment | $21,022.00 | FORD C MAX HYBRID C MAX P5A | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 100 | Ford C-Max Energi (P5C) | Compact Sedan | **C-Max Energi Sedan (C-Max P5C)** -- Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment | $28,027.00 | FORD C-MAX ENERGI SEDAN C MAX P5C | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 101 | Ford Police Interceptor AWD (P2M) | Law Enforcement Sedan AWD | **Police Incepector Sedan (P2M)** -- AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment | $20,842.00 | FORD AWD POLICE INTERCEPTOR P2M | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 102 | Ford Police Interceptor Sport Utility AWD (K8A) | Law Enforcement Sport Utility AWD | **Police Incepector Sport Utility (K8A)** -- AWD, 3.7L V6 engine complete with all manufacturer's standard equipment | $23,131.00 | FORD AWD POLICE INTERCEPTOR SUV K8A | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

RDB

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

CNGP550 VEHICLE ORDER CONFIRMATION 02/16/15 14:15:03

==> _____ Dealer: F52089

2015 EXPLORER 4-DOOR Page: 1 of 1

Order No: 1111 Priority: D5 Ord FIN: QS093 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: HIDALGO PO Number:

| | | RETAIL |
|---|---|---|
| K8A | 4DR AWD POLICE | $30405 |
| | .112.6" WB | |
| YZ | OXFORD WHITE | |
| 9 | CLTH BKTS/VNL R | |
| W | BLACK INTERIOR | |
| 500A | EQUIP GRP | |
| 99R | .3.7L V6 TIVCT | NC |
| 44C | .6-SPD AUTO TRAN | NC |
| | FRT LICENSE BKT | NC |
| 17A | AUX CLIMATE CTL | 610 |
| 51Y | DRV SDE SPT LMP | 215 |
| 595 | KEYLESS W/O PAD | 260 |
| 86P | FRT LMP HOUSING | 125 |
| | FLEX FUEL | |
| | SP DLR ACCT ADJ | |

| | | RETAIL |
|---|---|---|
| | SP FLT ACCT CR | |
| | FUEL CHARGE | |
| B4A | NET INV FLT OPT | NC |
| | PRICED DORA | NC |
| | DEST AND DELIV | 895 |
| TOTAL | BASE AND OPTIONS | 32510 |
| TOTAL | | 32510 |
| *THIS | IS NOT AN INVOICE* | |

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC025491

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 136 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle | $ 70.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 137 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles | $ 1.75 /mile | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management, Entity Management**
**Record Status: Active**
**DUNS Number: 023003473**

| | | |
|---|---|---|
| ENTITY | SILSBEE FORD-LINCOLN-MERCURY INC | Status:Active |
| DUNS: 023003473 | +4: | CAGE Code: 62AM5 DoDAAC: |
| Expiration Date: Jan 12, 2016 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 1211 US HWY 96 N<br>City: SILSBEE<br>ZIP Code: 77656-7190 | State/Province: TEXAS<br>Country: UNITED STATES | |

***REVIEWED***
***By Oscar Garza at 1:36 pm, Feb 26, 2015***

**AI -48909** **Purchasing Department** **24. B. 4.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authorization and approval to purchase One (1) New or Newer 2015 1500 Ram Quad Cab Tradesman through the County's membership/participation with Buyboard's awarded vendor, Cowboy Motor Company LC/ Cowboy Chyrsler-Dodge-Jeep (Contract #430-13) in the amount of **$27,178.08** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-113-OGG)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1304-421-00-294-014-0-752

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

**BUDGETARY IMPACT:**

Available balance as of 3-13-15 $250,000.00

## Attachments

1-1500 Ram Quad

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:51 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:27 PM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 04:02 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Oscar Garza | | Started On: 03/12/2015 06:14 PM |
| Final Approval Date: 03/13/2015 | | |

CONSTABLE PCT #4
(1) NEW RAM 1500 QUAD CAB TRADESMAN

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Cowboy Dodge[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

| | |
|---|---|
| **Vendor Name:** | Cowboy Dodge |
| **Address:** | 1305 Hwy 96 BYP<br>Silsbee, TX 77656 |
| **Phone Number:** | (409) 895-3858 |
| **Email:** | fleetsales@outlook.com |
| **Federal ID:** | 45-0545265 |
| **Contact:** | Jarrod Runnels |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 90 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | 25% restocking fee during first 30 days |

**REVIEWED**
*By Oscar Garza at 6:55 pm, Feb 24, 2015*

**COMPLETED**

**APPROVED**
*By Rudy Salinas at 1:38 pm, Feb 27, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# BUYBOARD #430-13
## Vehicles and Heavy Duty Trucks
## PRODUCT PRICING SUMMARY BASED ON CONTRACT

**VENDOR: COWBOY CHRYSLER DODGE JEEP**
**1305 HIGHWAY 96 BYP**
**SILSBEE, TX 77656**

**End User:** HIDALGO COUNTY Pct #4 **Cowboy Rep:** JARROD RUNNELS
**Contact:** OSCAR GARZA **Phone/email:** 409-895-3858 cell 409-749-9556
**Phone/email:** 956-292-7000 / oscar.garza@co.hidalgo.tx.us **Date:** Thursday, February 05, 2015
**Product Description:** RAM 1500 QUAD CAB TRADESMAN

**A. Bid Series:** 58 **A. Base Price:** $ 19,291.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| DS6T98 | SSV CREW CAB UPGRADE 4X4 | $ 6,327.14 | | WHITE EXTERIOR | |
| | | INC | | D7/X8 CLOTH FRT/VINYL REAR | |
| 25D | 5.7L V8 HEMI/6 SPD AUTO TRANS | INC | | GRAY | |
| XM9 | SPRAY IN BEDLINER | INC | | | |
| | RECEIVER HITCH | INC | | | |
| DSA | ANTI-SPIN DIFFERENTIAL | $ 259.44 | | | |
| ADB | PROTECTION GROUP | $ 141.00 | | | |
| | INCLUDES: TOW HOOKS | | | | |
| | TRANSFER CASE SKID PLATE | | | | |
| | FRONT SUSPENSION SKID PLATE | | | | |
| | KEYLESS ENTRY KEY FOBS | INC | | | |

**Total of B. Published Options:** $ 6,727.58

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

| | | |
|---|---|---|
| **D.** | **Pre-delivery Inspection:** | $ - |
| **E.** | **Texas State Inspection:** | $ - |
| **F.** | **Manufacturer Destination/Delivery:** | $ - |
| **G.** | **Floor Plan Interest (for in-stock and/or equipped vehicles):** | |
| **H** | **Lot Insurance (for in-stock and/or equipped vehicles):** | |
| **I.** | **Contract Price Adjustment:** | |
| **J.** | **Additional Delivery Charge:** 434 miles | $ 759.50 |
| **K.** | **Subtotal:** | $ 26,778.08 |
| **L.** | **Quantity Ordered** 1 x K = | $ 26,778.08 |
| **M.** | **Trade in:** | |
| **N.** | **BUYBOARD Administrative Fee ($400 per purchase order)** | $ 400.00 |
| **O.** | **TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** | $ 27,178.08 |

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Oscar** [ Log Off ]



# Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

Vendors
Cowboy Dodge[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results: 19

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Cowboy Dodge | Jeep Wrangler (JKJL72) Sport Utility. Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 66 | N/A | $19,991.00 |
| Cowboy Dodge | Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58 | N/A | $19,291.00 |

**Extended Product Information**

**Reference Number:** 430-13

**Part Number:** Ram Tradesman Pickup

**Unit Measure:** EA

**Full Description:** Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L short bed, complete with all manufacturer's standard equipment. Line Item 58

| | | | |
|---|---|---|---|
| Cowboy Dodge | Dodge Grand Caravan (RTKH53) Passenger Van. SE Base model, 3.6L V6 automatic, rear A/C, complete with all manufacturer's standard equipment. Line Item 52 | N/A | $19,991.00 |
| Cowboy Dodge | Dodge Charger Pursuit-Police Package (LDDE48). Base model, 3.6L V6, complete with all manufacturer's standard equipment. Line Item 50 | N/A | $21,191.00 |
| Cowboy Dodge | Dodge RAM C/V Cargo Van (RTKE53). Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 53 | N/A | $19,619.00 |

Showing 1 to 5 of 5 entries (filtered from 23 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 54 | Dodge Journey (JCDH49) | Sport Utility | **Dodge Journey (JCDH49) Sport Utility** -- SE Base Model, front wheel drive, 2.4L I4 DOHC 16V Dual Engine, complete with all manufacturer's standard equipment | $ 18,533.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 55 | Dodge Durango (WDDL75) | Sport Utility | **Dodge Durango (WDDL75) Sport Utility** -- Base Model, rear wheel drive, 3.6L V6 Engine, complete with all manufacturer's standard equipment | $24,042.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 56 | Dodge Durango Special Service (WDDE75) | Sport Utility-Special Service | **Dodge Durango (WDDE75) Sport Utility Special Service** -- Base Model, rear wheel drive, 3.6L V6 Engine, complete with all manufacturer's standard equipment | $24,421.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 57 | Dodge RAM 1500 Special Services (DS6T98) | Special Services Pickup, Crew Cab | **Dodge RAM 1500 (DS6T98) Special Services Pickup** -- Base Model, Crew Cab, 4X4, 5.7L V8 Hemi, 6 speed automatic, complete with all manufacturer's standard equipment | $ NO BID | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 58 | Dodge RAM Tradesman 1500 (DS1L61) | Full Size Pickup, Regular Cab | **Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup** -- ST Base Model, 1/2 ton, Regular Cab, 4X2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment | $ 19,291.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**PRICE VERIFICATION**

COWBOY DODGE-BUYBOARD CONTRACT #430.13

DATE: FEBRUARY 06, 2015

| | | | | | |
|---|---|---|---|---|---|
| Cowboy Dodge | Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58 | N/A | $19,291.00 | | Add Hide Details |

**Extended Product Information**

| | |
|---|---|
| **Reference Number:** | 430-13 |
| **Part Number:** | Ram Tradesman Pickup |
| **Unit Measure:** | EA |
| **Full Description:** | Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58 |

COWBOY CHRYSLER DODGE JEEP
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

**Configuration Preview**

| | | | | | |
|---|---|---|---|---|---|
| **Date Printed:** | 2015-02-16 2:01 PM | **VIN:** | | **Quantity:** | 1 |
| **Estimated Ship Date:** | | **VON:** | | **Status:** | BA - Pending order |
| | | | | **FAN 1:** | 0086A Buy Board |
| | | | | **FAN 2:** | |
| | | | | **Client Code:** | |
| | | | | **Bid Number:** | TB5199 |
| **Sold to:** | | **Ship to:** | | **PO Number:** | |
| COWBOY CHRYSLER DODGE JEEP (45369) | | COWBOY CHRYSLER DODGE JEEP (45369) | | | |
| 1305 HIGHWAY 96 BYP | | 1305 HIGHWAY 96 BYP | | | |
| SILSBEE, TX 776566291 | | SILSBEE, TX 776566291 | | | |

**Vehicle:** **2015 1500 TRADESMAN / EXPRESS REG CAB 4X2 (120 in WB 6 FT 4 IN box) (DS1L61)**

| | Sales Code | Description | MSRP(USD) |
|---|---|---|---|
| **Model:** | DS1L61 | 1500 TRADESMAN / EXPRESS REG CAB 4X2 (120 in WB 6 FT 4 IN box) | 25,060 |
| **Package:** | 22B | Customer Preferred Package 22B | 0 |
| | ERB | 3.6L V6 24V VVT Engine | 0 |
| | DFL | 8-Spd Auto 845RE Trans (Make) | 0 |
| **Paint/Seat/Trim:** | PW7 | Bright White Clear Coat | 0 |
| | APA | Monotone Paint | 0 |
| | *V9 | Cloth 40/20/40 Bench Seat | 0 |
| | -X8 | Black/Diesel Gray | 0 |
| **Options:** | 4DH | Prepaid Holdback | 0 |
| | 4ES | Delivery Allowance Credit | 0 |
| | MAF | Marketing Advertising Fund | 0 |
| | AJY | Popular Equipment Group | 500 |
| | 4FM | Fleet Option Editor | 0 |
| | 4FT | Fleet Sales Order | 0 |
| | 163 | Zone 63-Dallas | 0 |
| | 4EA | Sold Vehicle | 0 |
| **Non Equipment:** | 4FA | Special Bid-Ineligible For Incentive | 0 |
| **Bid Number:** | TB5199 | Government Incentives | 0 |
| **Discounts:** | YGE | 5 Additional Gallons of Gas | 0 |
| | XKN | Flex Fuel Vehicle | 0 |
| **Destination Fees:** | | | 1,195 |
| | | **Total Price:** | 26,755 |

| | | | |
|---|---|---|---|
| **Order Type:** | Fleet | **PSP Month/Week:** | |
| **Scheduling Priority:** | 1 - Sold Order | **Build Priority:** | 99 |
| **Customer Name:** | | | |
| **Customer Address:** | | | |

**Instructions:**

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**

COWBOY CHRYSLER DODGE JEEP
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

**Configuration Preview**

| | | | | | |
|---|---|---|---|---|---|
| **Date Printed:** | 2015-02-26 11:35 AM | **VIN:** | | **Quantity:** | 1 |
| **Estimated Ship Date:** | | **VON:** | | **Status:** | BA - Pending order |
| | | | | **FAN 1:** | 0086A Buy Board |
| | | | | **FAN 2:** | |
| | | | | **Client Code:** | |
| | | | | **Bid Number:** | TB5199 |

| **Sold to:** | **Ship to:** | **PO Number:** |
|---|---|---|
| COWBOY CHRYSLER DODGE JEEP (45369) | COWBOY CHRYSLER DODGE JEEP (45369) | |
| 1305 HIGHWAY 96 BYP | 1305 HIGHWAY 96 BYP | |
| SILSBEE, TX 776566291 | SILSBEE, TX 776566291 | |

**Vehicle:** **2015 1500 SSV CREW CAB 4X4 (DS6T98)**

msrp (DS1K61) — 25060.00
Difference $12,835.00 =

| | Sales Code | Description | MSRP(USD) |
|---|---|---|---|
| **Model:** | DS6T98 | 1500 SSV CREW CAB 4X4 | 37,895 |
| **Package:** | 25D | Customer Preferred Package 25D | 0 |
| | EZH | 5.7L V8 HEMI MDS VVT Engine | 0 |
| | DG1 | 6-Spd Automatic 65RFE Transmission | 0 |
| **Paint/Seat/Trim:** | PR4 | Flame Red Clear Coat | 0 |
| | APA | Monotone Paint | 0 |
| | *D7 | Cloth Front Bench / Vinyl Rear Seat | 45 |
| | -X8 | Black/Diesel Gray | 0 |
| **Options:** | 4DH | Prepaid Holdback | 0 |
| | 4ES | Delivery Allowance Credit | 0 |
| | MAF | Marketing Advertising Fund | 0 |
| | ADB | Protection Group | 150 |
| | DSA | Anti-Spin Differential Rear Axle | 325 |
| | 4FM | Fleet Option Editor | 0 |
| | 4FT | Fleet Sales Order | 0 |
| | 163 | Zone 63-Dallas | 0 |
| | 4EA | Sold Vehicle | 0 |
| **Non Equipment:** | 4FA | Special Bid-Ineligible For Incentive | 0 |
| **Bid Number:** | TB5199 | Government Incentives | 0 |
| **Discounts:** | YGE | 5 Additional Gallons of Gas | 0 |
| **Destination Fees:** | | | 1,195 |
| | | **Total Price:** | 39,610 |

| | | | |
|---|---|---|---|
| **Order Type:** | Fleet | **PSP Month/Week:** | |
| **Scheduling Priority:** | 1 - Sold Order | **Build Priority:** | 99 |
| **Customer Name:** | | | |
| **Customer Address:** | | | |

**Instructions:**

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 136 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle** -- State the hourly labor rate for repair/service of Vehicle | $ 70.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 137 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles | $ 1.75 /mile | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 016460050**

| | | |
|---|---|---|
| ENTITY | COWBOY MOTOR CO LC | Status:Active |
| DUNS: 016460050 | +4: | CAGE Code: 7AAA5 DoDAAC: |
| Expiration Date: Dec 30, 2015 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 1305 HGWY 96<br>City: SILSBEE<br>ZIP Code: 77656 | | State/Province: TEXAS<br>Country: UNITED STATES |

***REVIEWED***
***By Oscar Garza at 1:37 pm, Feb 26, 2015***

**AI -48913** **Purchasing Department** **24. C. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

## Information

**CAPTION**

**Safety Division:**

Requesting authorization and approval to purchase Four (4) New or Newer 2015 Ford F-150 Extended Cabs 4x2 through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of **$87,244.00** which includes delivery and a one time Buyboard administration fee. (Project # 2015-116-OGG)

**BACKGROUND**

---

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1304-419-50-125-038-0-752

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

**BUDGETARY IMPACT:**

Funds available as of 3/13/15.

Acct. # 5-1304-419-50-125-038-0-752 has been appropriated for proposed purchase.

---

## Attachments

4-Ford F-150 Ext Cab

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:56 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:30 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Oscar Garza | | Started On: 03/12/2015 07:19 PM |
| Final Approval Date: 03/13/2015 | | |

SAFETY DIVISION

(4) 2015 Ford F-150 Extended Cab (Race Red Color)

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

| | |
|---|---|
| **Vendor Name:** | Caldwell Country Ford |
| **Address:** | PO Box 27<br>Caldwell, TX 77836 |
| **Phone Number:** | (254) 865-9112 |
| **Email:** | alan@caldwellcountry.com |
| **Federal ID:** | 27-3037856 |
| **Contact:** | Alan Wiley |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for deliver fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 4:08 pm, Mar 09, 2015*

**FINAL**

**APPROVED**
*By Rudy Salinas at 3:25 pm, Mar 11, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

RECEIVED
By Oscar Garza at 2:31 pm, Mar 09, 2015

# CALDWELL COUNTRY FORD - CHEVROLET

**800 HWY. 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD BID 430-13**

**End User:** HIDALGO COUNTY SAFETY DIVISION
**Contact:** OSCAR GARZA
**Phone/email:** 956-318-2626 X4857
**Product Description:** FORD F150 PICKUP

**Caldwell Rep:** ALAN WILEY
**Phone/email:** 254 865-9112 alan@caldwellcountry.com
**Date:** Monday, February 23, 2015

**A. Bid Series:** 111

**A. Base Price:** $ 18,260.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| 15X1C | 2015 EXTENDED CAB 4X2 | $ 1,340.00 | PQ | RACE RED | COLOR |
| | 6.5 FOOT BED | INCL | 85A | POWER WINDOWS-LOCKS | $ 1,111.00 |
| | 3.5L V6 GAS | INCL | | POWER MIRRORS | INCL |
| | 6-SPEED AUTOMATIC | INCL | | | |
| | A/C AND HEAT | INCL | | | |
| | AM-FM RADIO | INCL | | | |
| | RUBBER FLOOR | INCL | | | |
| CG | CLOTH 40-20-40 SEAT | INCL | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Total of B. Published Options:** $ 2,451.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| INCLUDES DELIVERY TO | NOTE | PLEASE FAX YOUR PURCHASE ORDER | NOTE |
| SAFETY DIVISION | | TO 254 865-9118 | |
| 9805 N. 10TH IN MCALLEN, TEXAS | | | |
| ATTN: ROY QUINTANILLAH | | | |
| 956-292-7030 OR 956-534-5157 | | ESTIMATED DELIVERY IN 90-120 DAYS | DELIVERY |
| | | | |

**Total of C. Unpublished Options:** $ -

**D. Pre-delivery Inspection:**

**E. Texas State Inspection:**

**F. Manufacturer Destination/Delivery:**

**G. Floor Plan Interest (for in-stock and/or equipped vehicles):**

**H Lot Insurance (for in-stock and/or equipped vehicles):**

**I. Contract Price Adjustment:**

**J. Additional Delivery Charge:** 354 **miles** x $2.85 per mile — $ 1,000.00

**K. Subtotal:** $ 21,711.00

**L. Quantity Ordered** 4 **x K =** $ 86,844.00

**M. Trade in:**

**N. BUYBOARD FEE PER PURCHASE ORDER** $ 400.00

**O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE** $ 87,244.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results: 18

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Ford | Ford F250 Pickup, Regular Cab (F2A). F-250, 3/4 ton, regular cab, 4x2, 8' bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment. Line Item 113 | N/A | $18,263.00 |
| Caldwell Country Ford | F-150 Pickup, Regular Cab (F1C). F-150, 1/2 ton, regular cab, 4x2, 6.5' bed, 3.7L V6, complete with all manufacturer's standard equipment. Line Item 111 | N/A | $18,260.00 |

**Extended Product Information**

**Reference Number:** 430-13

**Part Number:** F-150

**Unit Measure:** EA

**Full Description:** F-150 Pickup, Regular Cab (F1C). F-150, 1/2 ton, regular cab, 4x2, 6.5' bed, 3.7L V6, complete with all n standard equipment. Line Item 111

| | | | |
|---|---|---|---|
| Caldwell Country Ford | Ford Transit Connect Cargo Van (S6E). Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment. Line Item 121 | N/A | $18,883.00 |

Showing 1 to 3 of 3 entries (filtered from 20 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 107 | Ford Expedition Special Services Package Extended Length (K1F-102A) | Law Enforcement Sport Utility, Extended Length | **Expedition SSV Extended Length Utility (K1F-102A)** -- Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment | $26,000.00 | 2014 EXPEDITION EL SSV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 108 | Ford Escape S (U0F) | Sport Utility | **Escape Sport Utility (U0F)** -- Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment | $17,150.00 | 2014 ESCAPE FWD S | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 109 | Ford Edge SE (K3G) | Crossover Sport Utilty | **Edge Crossover Sport Utility (K3G)** -- Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment | $25,327.00 | 2014 EDGE SE FWD | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 110 | Ford Flex (K5B) | Crossover Sport Utilty | **Flex Crossover (K5B)** -- Four door, 3.5L V6, complete with all manufacturer's standard equipment | $21,650.00 | 2014 FLEX | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 111 | Ford F150, Regular Cab (F1C) | Full Size Pickup | **F-150 Pickup, Regular Cab (F1C)**-- F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment | $13,744.00 | 2014 F150 REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**2015 Ford F-150 4x2 SuperCab Styleside 6.5' box 145" WB XL (X1C)**
Engine: 3.5L Ti-VCT V6 (FFV)
Transmission: Electronic 6-Speed Automatic

Exterior (0 P) Race Red

Interior (0 I) Dark Earth Gray

## Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.5L V-6 DOHC w/SMPI 283hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Traction control
- P245/70R17 BSW AS S-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM stereo
- Variable intermittent wipers
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecuriLock immobilizer
- Tachometer
- Underseat ducts
- Reclining front 40-20-40 split-bench seats
- 60-40 folding rear split-bench seat

Difference between SuperCab (X1C) & Reg Cab (F1C) is $4,060.00

| | |
|---|---|
| **STANDARD VEHICLE PRICE** | **$29,480.00** |
| **OPTIONAL EQUIPMENT** | (F1C) - 25,420.00 |
| Equipment Group 100A Base | N/C |
| Engine: 3.5L Ti-VCT V6 (FFV) | INC |
| Transmission: Electronic 6-Speed Automatic | INC |
| 3.55 Axle Ratio | INC |
| GVWR: 6,100 lbs Payload Package | INC |
| Tires: P245/70R17 BSW A/S | INC |
| Wheels: 17" Silver Steel | INC |
| Cloth 40/20/40 Front Seat | INC |
| 145" Wheelbase | STD |
| Radio: AM/FM Stereo w/Clock & 6 Speakers | INC |
| XL Power Equipment Group | $1,170.00 |
| Interior : Dark Earth Gray | N/C |
| Primary : Race Red | N/C |
| Accessories and Incentives | $0.00 |
| **SUBTOTAL** | **$30,650.00** |
| Destination | $1,195.00 |
| **TOTAL** | **$31,845.00** |

**CITY MPG** 18



**HIGHWAY MPG** 25

## 2015 Ford F-150 4x2 Regular Cab Styleside 6.5' box 122.5" WB XL (Late Availability) (F1C)

Engine: 3.5L Ti-VCT V6 (FFV)
Transmission: Electronic 6-Speed Automatic

Exterior (0 P) Race Red

Interior (0 I) Dark Earth Gray

### Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.5L V-6 DOHC w/SMPI 283hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Traction control
- P245/70R17 BSW AS S-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM stereo
- Variable intermittent wipers
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecuriLock immobilizer
- Tachometer
- Reclining front 40-20-40 split-bench seats

| | |
|---|---|
| **STANDARD VEHICLE PRICE** | **$25,420.00** |
| **OPTIONAL EQUIPMENT** | |
| Equipment Group 100A Base | N/C |
| Engine: 3.5L Ti-VCT V6 (FFV) | INC |
| Transmission: Electronic 6-Speed Automatic | INC |
| 3.55 Axle Ratio | INC |
| GVWR: 6,010 lbs Payload Package | INC |
| Tires: P245/70R17 BSW A/S | INC |
| Wheels: 17" Silver Steel | INC |
| Cloth 40/20/40 Front Seat | INC |
| 122.5" Wheelbase | STD |
| Radio: AM/FM Stereo w/4 Speakers | INC |
| Interior : Dark Earth Gray | N/C |
| Primary : Race Red | N/C |
| Accessories and Incentives | $0.00 |
| **SUBTOTAL** | **$25,420.00** |
| Destination | $1,195.00 |
| **TOTAL** | **$26,615.00** |

**CITY MPG**
**N/A**



**HIGHWAY MPG**
**N/A**

BuyBoard Cooperative Purchasing

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 136 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle** -- State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 137 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

| | | |
|---|---|---|
| ENTITY | Caldwell Automotive Partners, LLC | Status:Active |
| DUNS: 003984249 | +4: | CAGE Code: 6X8E1 DoDAAC: |
| Expiration Date: May 5, 2015 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 800 State Highway 21 E<br>City: Caldwell<br>ZIP Code: 77836-4512 | | State/Province: TEXAS<br>Country: UNITED STATES |

***REVIEWED***
***By Oscar Garza at 3:17 pm, Mar 11, 2015***

**AI -48911** **Purchasing Department** **24. D. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authorization and approval to purchase One (1) New or Newer 2015 Ford Expedition through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of **$29,001.00** which includes delivery and a one time administration fee of $400.00. (Project #2015-114-OGG)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1304-413-00-110-079-0-752

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

**BUDGETARY IMPACT:**

Available balance as of 3-13-15 $30,000.00

## Attachments

1 Ford Expedition

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:52 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:28 PM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 02:51 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Oscar Garza | | Started On: 03/12/2015 06:33 PM |
| Final Approval Date: 03/13/2015 | | |

JUDGES OFFICE

(1) 2015 FORD EXPEDITION WHITE

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

| | |
|---|---|
| **Vendor Name:** | Caldwell Country Ford |
| **Address:** | PO Box 27 |
| | Caldwell, TX 77836 |
| **Phone Number:** | (254) 865-9112 |
| **Email:** | alan@caldwellcountry.com |
| **Federal ID:** | 27-3037856 |
| **Contact:** | Alan Wiley |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

REVIEWED
By Oscar Garza at 3:53 pm, Feb 25, 2015

FINAL

REVISED
1:29 pm, Mar 02, 2015

APPROVED
By Rudy Salinas at 3:06 pm, Mar 11, 2015

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# CALDWELL COUNTRY FORD - CHEVROLET

**800 HWY. 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD BID 430-13**

**End User:** HIDALGO COUNTY JUDGES OFFICE
**Contact:** MARTIN CARRASCO
**Phone/email:** 956-318-2600
**Product Description:** 2015 FORD EXPEDITION

**Caldwell Rep:** ALAN WILEY
**Phone/email:** 254 865-9112 alan@caldwellcountry.com
**Date:** Saturday, February 28, 2015

**A. Bid Series:** 106 **A. Base Price:** $ 29,464.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| U1F | 2015 STANDARD LENGTH XL | $ (863.00) | | CARPET | INCL |
| | 6-SPEED AUTOMATIC | INCL | | | |
| | AM-FM | INCL | | | |
| | TILT/CRUISE | INCL | | | |
| | FRONT AND REAR A/C | INCL | | | |
| | POWER WINDOWS-LOCKS | INCL | | | |
| | POWER MIRRORS | INCL | | | |
| | 3.5L ECOBOOST V6 | INCL | | | |
| | CLOTH BUCKET SEATS | INCL | | | |
| | FLOOR CONSOLE | INCL | | | |
| | 2ND ROW CLOTH SEAT | INCL | | WHITE | COLOR |

**Total of B. Published Options:** $ (863.00)

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | ESTIMATED DELIVERY IN 90 DAYS | NOTE |
| | | | |
| | | DELIVERY TO 2802 S BUS HWY 281 | DELIVERY |
| | | EDINBURG, TEXAS | |
| | | OSCAR GARZA 956-318-2626 X4857 | |
| | | | |

**Total of C. Unpublished Options:** $ -

**D. Pre-delivery Inspection:**

**E. Texas State Inspection:**

**F. Manufacturer Destination/Delivery:**

**G. Floor Plan Interest (for in-stock and/or equipped vehicles):**

**H Lot Insurance (for in-stock and/or equipped vehicles):**

**I. Contract Price Adjustment:**

**J. Additional Delivery Charge:** 0 miles

**K. Subtotal:** $ 28,601.00

**L. Quantity Ordered** 1 **x K =** $ 28,601.00

**M. Trade in:**

**N. BUYBOARD FEE PER PURCHASE ORDER** $ 400.00

**O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE** $ 29,001.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results: 29,

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Ford | Ford Expedition XL Extended Length (K1F-100A) Sport Utility. Expedition XL Extended length trim package, 3.5L Ecoboost V6 engine, complete with all manufacturer's standard equipment. Line Item 106 | N/A | $29,464.00 |

**Extended Product Information**

**Reference Number:** 430-13

**Part Number:** Expedition

**Unit Measure:** EA

**Full Description:** Ford Expedition XL Extended Length (K1F-100A) Sport Utility. Expedition XL Extended length trim packa V6 engine, complete with all manufacturer's standard equipment. Line Item 106

Showing 1 to 1 of 1 entries (filtered from 20 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 103 | Ford Expedition Special Services Package (U1F-102A) | Law Enforcement Sport Utility, Full Size | **Expedition SSV Utility (U1F-102A)** -- 5.4L V8 engine, complete with all manufacturer's standard equipment | $23,547.00 | 2014 EXPEDITION SSV UTILITY | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 104 | Ford Explorer (K7B) | Sport Utility | **Explorer Base Sport Utility (K7B)** -- Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment | $21,998.00 | 2014 EXPLORER SUV BASE FWD | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 105 | Ford Expedition XL (U1F-100A) | Sport Utility | **Expedition XL Sport Utility (U1F-100A)** -- Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment | $25,304.00 | 2014 EXPEDITION XL SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 106 | Ford Expedition XL Extended Length (K1F-100A) | Sport Utility, Extended Length | **Expedition EL Sport Utility (K1F-100A)** -- Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment | $28,519.00 | 2014 EXPEDITION EL XL | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

## 2015 Ford Expedition 4dr 4x2 XL (U1F)

Engine: 3.5L V6 EcoBoost
Transmission: 6-Speed Automatic w/SelectShift

Exterior (0 P) Oxford White

Interior (0 I) Ebony

### Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- EcoBoost 3.5L V-6 DOHC w/direct gasoline injection 365hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- P265/70R17 OWL AT S-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM/Satellite-prep single CD, MP3 decoder
- Rear child safety locks
- Dual power remote heated mirrors
- Class IV trailering
- Variable intermittent wipers
- Aluminum wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecuriLock immobilizer
- Rear window defogger
- Tachometer
- Underseat ducts
- Reclining front bucket seats
- 40-20-40 folding rear split-bench seat
- Running boards

| CITY MPG | HIGHWAY MPG |
|---|---|
| 16 | 22 |

| | |
|---|---|
| **STANDARD VEHICLE PRICE** | **$39,430.00** |
| **OPTIONAL EQUIPMENT** | |
| Equipment Group 100A | N/C |
| Engine: 3.5L V6 EcoBoost | INC |
| Transmission: 6-Speed Automatic w/SelectShift | INC |
| 3.15 Axle Ratio | INC |
| GVWR: 7,300 lbs Payload Package | INC |
| Tires: P265/70R17 AT OWL | INC |
| Wheels: 17" Painted Aluminum | INC |
| Cloth Front Bucket Seats | INC |
| 119" Wheelbase | STD |
| Radio: AM/FM Stereo | INC |
| Interior : Ebony | N/C |
| Primary : Oxford White | N/C |
| Accessories and Incentives | $0.00 |
| **SUBTOTAL** | **$39,430.00** |
| Destination | $1,195.00 |
| **TOTAL** | **$40,625.00** |

BuyBoard Cooperative Purchasing

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 136 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 137 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

| | | |
|---|---|---|
| ENTITY | Caldwell Automotive Partners, LLC | Status:Active |
| DUNS: 003984249 | +4: | CAGE Code: 6X8E1 DoDAAC: |
| Expiration Date: May 5, 2015 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 800 State Highway 21 E<br>City: Caldwell<br>ZIP Code: 77836-4512 | State/Province: TEXAS<br>Country: UNITED STATES | |

**Zimbra** **oscar.garza@co.hidalgo.tx.us**

## County Judge SUV

**From :** Alan Wiley <alan@caldwellcountry.com> Sat, Feb 28, 2015 05:19 PM

**Subject :** County Judge SUV 1 attachment

**To :** 'Oscar Garza' <oscar.garza@co.hidalgo.tx.us>

Please see the revised quote
We will deliver for the price on the quote for this one vehicle
Thanks

*Alan Wiley*
Government Fleet Sales
Caldwell Country Ford Chevrolet
alan@caldwellcountry.com
Tel 254-865-9112
Fax 254-865-9118

**Scan3295.pdf**
797 KB

# Hidalgo County Purchasing Department
# Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarggarza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

| | |
|---|---|
| Request Date: February 2, 2015 | |
| Department: Hidalgo County Judge's Office | |
| Name of Approving Elected Official/Department Head/Supervisor: Yolanda Chapa, Chief Administrator | |
| Delivery Location: County Judge's Office 302 W. University Drive, Edinburg, TX 78539 | |
| Point of Contact: Martin Carrasco or Erika Reyna | Contact Phone Number: 956-318-2600<br>Contact Fax Number: 956-318-2699 |
| Contact E-Mail: martin.carrasco@co.hidalgo.tx.us<br>~~erica~~.reyna@co.hidalgo.tx.us<br>erika.reyna@co.hidalgo.tx.us | |
| Budget Account Number: 5-1304-413-00-110-079-0-752 | |
| Signature of Approving Elected Official/Department Head/Supervisor: Yolanda Chapa | |
| Estimated Date Goods/Services are required: As soon as possible | |

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

- 2014 or 2015 Tahoe or Explorer 2 W.D. (Stock vehicle is good)
- AM/FM Radio
- Cloth seats front & back
- Aluminum wheels
- Remote keyless entry
- Vinyl flooring or carpet
- Color: white (if in stock any color)
- Automatic transmission
- V6 or V8, Gas engine

**FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department**

| | |
|---|---|
| **Procurement Manager Notes:** | |
| **Assigned to Buyer:** | |
| **Date Assigned:** | |
| **Project Type:** | |
| **Project Number:** | |
| **Notified Department on:** | |

**Special Instructions by Procurement Manager:**

**AI -48876** **Purchasing Department** **24. E. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Approval of the First (1st) Amendment to the current construction contract C-14-362-10-28 between Hidalgo County Precinct No. 1 and 2GS, LLC for the provision of additional construction services in connection with Precinct #1 -Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road).

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 5-1345-431-00-121-197-0-721

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

**BUDGETARY IMPACT:**

The account# 5-1345-431-00-121-197-0-721 is pending transfer of $100,000.00. (AI-48829) for CC meeting of 3/17/15.

## Attachments

First Amendment to Contract C-14-362-10-28

Approval as to form by Legal Counsel

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:34 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:19 PM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 05:06 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Moises Salazar | | Started On: 03/12/2015 09:34 AM |
| Final Approval Date: 03/13/2015 | | |

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**FIRST AMENDMENT TO CONSTRUCTION CONTRACT**
**C-14-362-10-28**

This **FIRST AMENDMENT** to Construction Contract # C-14-362-10-28 "**Sioux Road Paving and Drainage Improvements Project from Tower Road to Val Verde Road",** dated October 18, 2014, by and between **HIDALGO COUNTY, TEXAS** ("County") and **2GS, LLC**. ("Company") is entered into between the undersigned parties effective this **17TH** day of **March, 2015.**

**WHEREAS**, Company and County entered into that certain Contract dated October 18, 2014, in which Company agreed to provide certain construction services for **"Sioux Road Paving and Drainage Improvements Project (from Tower Road to Val Verde Road)" in Hidalgo County Precinct No. 1** (the "Contract");

**WHEREAS**, the parties desire to modify the Scope of Work in the Contract by Exhibit A-1 attached hereto;

**WHEREAS**, the parties desire to amend the Contract as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. The Scope of Work of the Contract is modified by the terms and provisions of Exhibit A-1 attached hereto.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

**EXECUTED IN DUPLICATE ORIGINALS** and effective as of the day and year first written above.

**2GS, LLC**

By: _____
Humberto Garcia Jr., Memeber

**HIDALGO COUNTY, TEXAS**

By: _____
Ramon Garcia, County Judge

**ATTEST:**

By: _____
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**
**Atlas,Hall & Rodriguez, L.L.P.**

By: _____
Stephen L. Crain, Attorney

EXHIBIT A-1

**2GS, LLC**
P.O. Box 595
Peñitas, Texas 78576

Ph: (956) 424-3414 Fax: (956) 683-6149

**Zimbra** **moises.salazar@co.hidalgo.tx.us**

## RE: Amendment to Construction Contract -Pct. 1 -Sioux Rd Paving and Drainage Improvements.

**From :** Steve Crain <scrain@atlashall.com> Thu, Mar 12, 2015 04:06 PM

**Subject :** RE: Amendment to Construction Contract -Pct. 1 -Sioux Rd Paving and Drainage Improvements.

**To :** 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>

It works.

---

**From:** Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
**Sent:** Thursday, March 12, 2015 3:28 PM
**To:** Steve Crain
**Subject:** Re: Amendment to Construction Contract -Pct. 1 -Sioux Rd Paving and Drainage Improvements.

Hello Mr. Crain,
Attached please find the First Amendment with revisions requested.

Appreciate your help.

Thank you.

From the desk of:

*Moises Salazar,* Buyer III

*Hidalgo County Purchasing Department*
*2802 South Business Hwy 281*
*Edinburg, TX 78539*
*(956) 292-7000 Ext. 4863*
*(956) 318-2626*
*(956) 292-7612 Fax*
moises.salazar@co.hidalgo.tx.us

---

**From:** "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
**To:** "Steve Crain" <scrain@atlashall.com>
**Sent:** Thursday, March 12, 2015 11:07:57 AM
**Subject:** Re: Amendment to Construction Contract -Pct. 1 -Sioux Rd Paving and Drainage Improvements.

Hello Mr. Crain,
For your review and/or approval, attached you will find the revised First Amendment to Construction Contract, Pct. 1 -Sioux Road Paving & Drainage Improvements.

Thank you.

From the desk of:

*Moises Salazar,* Buyer III

*Hidalgo County Purchasing Department*
*2802 South Business Hwy 281*
*Edinburg, TX 78539*
*(956) 292-7000 Ext. 4863*
*(956) 318-2626*
*(956) 292-7612 Fax*
moises.salazar@co.hidalgo.tx.us

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**To:** "Steve Crain" <scrain@atlashall.com>
**Cc:** "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>, "Raul Sesin" <raul.sesin@hcdd1.org>
**Sent:** Wednesday, March 11, 2015 5:20:53 PM
**Subject:** Fwd: Amendment to Construction Contract -Pct. 1 -Sioux Rd Paving and Drainage Improvements.

**AI -48931** **Purchasing Department** **24. F. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

A. Acceptance and approval to execute the final form of a Professional Engineering Agreement (subject to legal counsel's review)with L&G Engineering, for "On-Call Services for Road and Bridge, CIP, and other Projects in General," for Pct 2, and as approved for negotiations on CC 2/17/15;

B. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $375,918.70) as submitted by project engineer, L&G Engineering for engineering services for "a Feasibility Study on East Eldora Rd.; West Eldora Rd.; Sioux Rd; Overpass at US 83 and 2nd St; and Cesar Chavez Rd" within Hidalgo County Pct. No. 2 through Contract #C-15-097-03-17.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Ms. E. Zamora from Pct. #2 tells us that transfers are being made and the information will be reflected by Monday, March 16, 2015.

## Attachments

1

2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 05:03 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Rocio Villarreal Started On: 03/13/2015 02:22 PM

Final Approval Date: 03/13/2015

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**PROFESSIONAL SERVICES AGREEMENT**
**C-15-097-03-17**

**THIS AGREEMENT** is made effective the 17th day of March, 2015 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 **On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"** for projects within **Hidalgo County Precinct No. 2** (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. 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 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. 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

**3. Term.** This Agreement is for a period of 1 year, effective March 17, 2015 and will expire March 16, 2016 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".

**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 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 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 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.

**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 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.

**7. 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.

**8. 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.

**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 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.

**10. 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.

**11. 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.

**12. 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.

**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 Engineer.

**14. 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.

**15. 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.

**16. 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.

**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 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.

**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 Engineer, 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 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.

**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<br>Attention: County Judge<br>302 W University Drive<br>Edinburg, Texas 78539 |
| If to Engineer: | L&G Engineering<br>Attention: Jacinto Garza, P.E.<br>2100 W. Expressway 83<br>Mercedes, 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.

**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 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.

**29. 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.

**30. 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).

**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: _____
Hon. Ramon Garcia, County Judge

**ENGINEER:**
**L&G ENGINEERING**

By: _____

Printed Name Jacinto Garza, P.E.

Title: President

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

***Approved by Commissioners' Court on: _____ , 2015.***

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, 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

# 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 to be provided by the Engineer

### SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 2 – FEASIBILITY STUDIES

(Function Code 102)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| — | — | Preliminary Design Values<br>*The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.* |
| — | — | Preliminary Route Locations on Uncontrolled Mapping<br>*The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Projects.* |
| — | — | Uncontrolled Mapping (w/Contours & GIS Info)<br>*The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.* |
| — | — | Preliminary Traffic Evaluations & Trends<br>*The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.* |
| — | — | Preliminary Hydrologic Map<br>*The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.* |
| — | — | Preliminary ROW Requirements<br>*The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.* |
| — | — | Preliminary Cost Estimates<br>*The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.* |
| — | — | Preliminary Environmental Analysis (for fatal flaws)<br>*The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.* |
| — | — | Project Fact Sheet with Est. Local Cost vs. Total Project Cost<br>*The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.* |
| — | — | Meetings, Coordination & Support for Project Development<br>*The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.* |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

| Services Provided By: ENGINEER | COUNTY | | |
|---|---|---|---|
| ___ | ___ | 1. | Route Location Studies* |
| ___ | ___ | 2. | Level of Service Analysis |
| ___ | ___ | 3. | Traffic Evaluations and Projections |
| ___ | ___ | 4. | Develop Roadway Design Criteria |
| ___ | ___ | 5. | Preliminary Cost Estimates |
| ___ | ___ | 6. | Design Schematic<br>(See Section 7, page 7-1 for schematic layout requirements) |
| ___ | ___ | 7. | Preliminary Right-of-Way Requirements |
| ___ | ___ | 8. | Design Concept Conference |
| | | 9. | ~~Soil Core Hole Drilling~~ - **OMITTED** |
| ___ | ___ | | a. Pavement (See Section 7, page 7-3 for requirements) |
| ___ | ___ | | b. Retaining Walls (See Section 10, page 10-1 for requirements) |
| ___ | ___ | | c. Miscellaneous Structures (See Section 10, page 10-3 for requirements) |
| ___ | ___ | | d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements) |

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 4
### SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Environmental Reports<br>All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. |
| | | a. Environmental Assessments |
| ___ | ___ | (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion. |
| ___ | ___ | (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact. |
| ___ | ___ | (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement. |
| | | b. Environmental Impact Statement |
| ___ | ___ | (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared. |
| ___ | ___ | (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A. |
| | | 2. Public Involvement<br>All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. |
| ___ | ___ | a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.* |
| ___ | ___ | b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided. |
| | | 3. Cultural Resources<br>Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY. |
| ___ | ___ | a. Historic Structure Studies<br>A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements. |
| | | b. Archeological Studies |
| ___ | ___ | (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations. |
| ___ | ___ | (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE. |
| ___ | ___ | (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 4. Noise and Air Quality Analyses |
| ___ | ___ | a. Noise Analysis<br>A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document. |
| ___ | ___ | b. Air Quality Analysis<br>An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project. |
| ___ | ___ | 5. Hazardous Materials<br>The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process). |
| ___ | ___ | 6. General Guidelines for Preparation of Environmental Documents |
| | | a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. and submitted electronically to TxDOT. |
| | | b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT. |
| | | c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site. |
| | | d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44. |
| | | e. The administratively complete document will be submitted to TxDOT electronically through their FTP site. |
| | | f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV. |
| | | g. Exhibits in the environmental document shall be color copies and text shall be black and white. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

**~~SECTION 5 - RIGHT-OF-WAY DATA~~ - OMITTED**

(Function Code 130)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | **NOTE:** No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT. |
| ___ | ___ | 1. Ownership Data in a .dgn file<br>a. The entire project limits.<br>b. Compensable utility ownership that has property rights on ROW shall be researched and provided.<br>c. For each drainage outfall property<br>d. For each irrigation structure pipe. |
| ___ | ___ | 2. Parcel plats & Right-of-Way Map<br>a. A ROW map, parcel plats and field notes shall be prepared and furnished.<br>b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).<br>c. ROW map must depict all improvements affecting ROW. |
| ___ | ___ | 3. Utilities (Compensable)<br>a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility. |
| ___ | ___ | 4. Field Notes<br>a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map<br>b. Computation Sheets for Survey Closure and Area for Each Parcel.<br>c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps. |
| ___ | ___ | 5. Survey and Stake Right-of-Way |
| ___ | ___ | 6. Records as Required by the County and State<br>a. Records used to establish ownership |
| ___ | ___ | 7. General Guidelines for Preparation of Right-of-Way Maps<br>*(Sample ROW Maps and Parcel Plats and field notes attached)*<br>**GENERAL SPECIFICATIONS**<br>a. All data submitted by the surveyor will be legible, organized and well documented.<br>b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.<br>c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.<br>d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.<br>e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

**PROJECT SPECIFIC SCOPE OF SERVICES**

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

**SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING**

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

**GENERAL**

a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

**PARCEL PLATS**

a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

**FIELD NOTE DESCRIPTIONS**

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant:
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____
_____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

***(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)***

## MAP

### GENERAL

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

### TITLE SHEET REQUIREMENTS

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJ's
___ List all Major Utilities from Station to Station

### INDIVIDUAL MAP SHEET REQUIREMENTS

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

### EXISTING INFORMATION

___ R.O.W. lines

# EXHIBIT B

## Scope of Services to be provided by the Engineer

___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

**PROPOSED INFORMATION**
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties ( P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

**IMPROVEMENTS**
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

**UTILITIES**
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

**FIELD NOTES HEADING**
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

**GENERAL DESCRIPTION OR "PREAMBLE"**
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

**PARENT TRACT DATA IS SHOWN**
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

**BEGINNING DESCRIPTION**
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

___ Point of beginning is on proposed R.O.W. line

**PARTICULAR DESCRIPTION**

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

**CLOSING DESCRIPTION**

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. *(if applicable)*
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

**PARCEL SKETCH**

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

**TRAVERSE SHEET**

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. *(if applicable)*
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

| | |
|---|---|
| Secondary rural | .0003 |
| Primary rural - secondary urban | .0002 |
| Urban or industrial | .00013 |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

**~~SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY~~ - OMITTED**

(Function Code 150)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Field Surveying |
| ___ | ___ | a. Primary Project Control – 3 to 5 miles spacing<br>Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.<br>(1) Establish horizontal control points<br>(2) Establish vertical control points<br><br>NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.<br><br>ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960 |
| ___ | ___ | b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.<br>• No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.<br>• The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.<br>• The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)<br>• The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.<br>(1) Project control base lines |
| ___ | ___ | (2) Photogrammetric ground control |
| ___ | ___ | (a) Establish horizontal control |
| ___ | ___ | (b) Establish vertical control points |
| ___ | ___ | (c) Place and maintain control point targets |
| ___ | ___ | c. Other Field Surveying<br>(1) **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.<br>(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.<br>(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.<br>(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).<br>(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | c. Other Field Surveying *(continued)* |
| | | (6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location. |
| | | (7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer. |
| | | (8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. |
| | | (9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems. |
| ___ | ___ | (10) Tie to existing underground and overhead utilities (location, elevation and direction)<br>Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.<br>Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer. |
| ___ | ___ | (11) Additional Field Surveying as shown below:<br>(a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.<br>(b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map. |
| | | (12) Driveways and Turnouts<br>(a) Inventory commercial entrances, public roads and side streets separately.<br>(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.<br>(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.<br>(d) Obtain width at R.O.W. line.<br>(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain. |
| ___ | ___ | (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map) |
| ___ | ___ | (14) Soil core hole staking. |
| ___ | ___ | (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc. |
| ___ | ___ | (16) Profiles of existing drainage facilities. |
| ___ | ___ | (17) Measurement of hydraulic opening under existing bridges. |
| ___ | ___ | (18) Obtain elevations of manholes and valves of utilities |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | c. Other Field Surveying *(continued)* |
| ___ | ___ | (19) Provide temporary signs, traffic control, flags, safety equipment, etc. |
| ___ | ___ | (20) Ties to existing bridges or culverts that may conflict with new construction. |
| ___ | ___ | (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations. |
| ___ | ___ | (22) Inventory signs, mailboxes, and driveways |
| ___ | ___ | (23) Survey controlled data sheets per TxDOT guidelines. |
| ___ | ___ | 2. Photogrammetric Products |
| | | a. Uncontrolled Photography |
| | | (1) Contact Prints |
| | | (2) Mosaics |
| | | (3) Digital ortho plots |
| | | b. Mapping |
| | | (1) Planimetric Maps |
| | | (2) Contour Maps |
| | | (3) Cross Sections |
| | | (4) Profiles |
| | | (5) Digital Terrain Models (DTM) |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

| Services Provided By: ENGINEER | COUNTY |
|---|---|
| | |
| ___ | ___ |
| ___ | ___ |

1. Geometric Design
   a. Horizontal and Vertical Alignment
   b. Schematic Layout
      (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
      (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
      (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
      (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
      (5) The tentative ROW limits.
         (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
         (b) Provide a graphics file containing the approved schematic.
      (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
      (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
      (8) The control of access lines if Interstate or designated under House Bill 179.
      (9) Direction of traffic flow on all roadways.
      (10) Location and width of median openings for highway without access control.
      (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

___ ___ 2. General Guidelines for Project Development
   a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
   b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
   c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
   d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | 2. General Guidelines for Project Development *(continued)* |
| | | e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data. |
| | | f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD. |
| | | g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission. |
| | | h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.** |
| ___ | ___ | 3. Exhibit for Airway/Highway Clearance Permits |
| | | 4. Grading Design |
| ___ | ___ | a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate. |
| ___ | ___ | b. Typical Sections |
| ___ | ___ | c. Design Cross Sections |
| ___ | ___ | d. Determine Cut and Fill Quantities |
| ___ | ___ | e. Slope Stability Analysis |
| ___ | ___ | f. Embankment Foundation Stability Analysis |
| ___ | ___ | g. Embankment Settlement Analysis |
| | | 5. Pavement Design |
| ___ | ___ | a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose. |
| ___ | ___ | b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission. |
| | | c. ~~Embankment and Subgrade~~ - **OMITTED** |
| | | (1) Soil Core Holes (Show cost estimate with Function Code 110) |
| ___ | ___ | (a) Along center line |
| ___ | ___ | (b) Along center line of each roadway |
| | | The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed) |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Pavement Design *(continued)* |
| | | c. ~~Embankment and Subgrade *(continued)*~~ - **OMITTED** |
| ___ | ___ | (2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime) |
| ___ | ___ | d. Traffic Data for Pavement Design by STATE |
| ___ | ___ | e. Basic Design Criteria |
| ___ | ___ | f. Life Cycle Cost Analysis(es) |
| ___ | ___ | g. Cost Data |
| ___ | ___ | h. Pavement Material Properties |
| ___ | ___ | i. Rehabilitation Investigations |
| ___ | ___ | (1) Core Hole Survey (Show cost estimate with Function Code 110) |
| | | (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 8 - DRAINAGE

(Function Code 161)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY. |
| | | 1. Hydrologic Map |
| ___ | ___ | a. Hydrologic data/discharge determination for outfalls |
| | | 2. Hydraulic Drainage Study and Documentation |
| | | a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements. |
| ___ | ___ | (1) Storm water detention available within the ROW (linear ft. along side drain ditch). |
| ___ | ___ | (2) Storm water detention required outside the ROW (as per HCDD#1) |
| ___ | ___ | (3) Culverts |
| ___ | ___ | (4) Bridge waterways |
| ___ | ___ | (5) Channels |
| ___ | ___ | (6) Storm sewers/inlets |
| ___ | ___ | (7) Pump stations |
| ___ | ___ | (8) Storm Water Management facilities |
| ___ | ___ | (9) Other |
| | | (a) Irrigation Canals/Siphons |
| ___ | ___ | b. Hydraulic report(s) |
| ___ | ___ | c. Federal Emergency Management Agency (FEMA) floodway requirements |
| ___ | ___ | d. Determine impact of proposed drainage plan on the following receiving stream(s) |
| | | (1) Hidalgo County Drainage District Outfalls |
| | | (2) All Irrigation District Outfalls impacted |
| | | 3. Layout, Structural Design and Detailing of Drainage Features |
| | | a. Culverts |
| ___ | ___ | (1) New culverts |
| ___ | ___ | (2) Culvert widening and/or lengthening |
| ___ | ___ | (3) Culvert replacements |
| | | b. Storm sewers |
| ___ | ___ | (1) New storm sewers |
| ___ | ___ | (2) Modify existing storm sewers |
| ___ | ___ | (3) Inlets |
| ___ | ___ | (4) Manholes |
| ___ | ___ | (5) Trunk lines |
| | | c. Pump stations |
| ___ | ___ | d. Subsurface drainage at retaining walls |
| ___ | ___ | e. Outfall channel(s) within the ROW |
| ___ | ___ | f. Outfall channel(s) outside the ROW |
| ___ | ___ | g. Detention Pond(s) within the ROW |
| ___ | ___ | h. Detention Pond(s) outside the ROW |
| ___ | ___ | i. Summary of Quantities |
| ___ | ___ | j. Storm Water Management facilities |
| ___ | ___ | 4. Storm Water Pollution Prevention Plan (SW3P) |
| ___ | ___ | 5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | 1. Signing and Markings Layout |
| | | a. Requirements (Separate Layout) |
| | | (1) Roadway layout |
| | | (2) Center line with station numbering |
| | | (3) ROW lines |
| | | (4) Culverts and other structures that present a hazard to traffic |
| | | (5) Location of utilities, if not shown on plan and profile |
| | | (6) Existing signs to remain, to be removed, to be relocated |
| | | (7) Proposed signs (illustrated and numbered) |
| | | (8) Existing overhead sign bridges to remain, to be revised, removed or relocated |
| | | (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) |
| | | (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation |
| | | (12) Quantities of existing pavement markings to be removed |
| | | (13) Proposed delineators and object markers |
| | | b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: |
| | | (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps |
| | | (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps |
| | | (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes |
| | | (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) |
| | | (5) Tentative ROW limits |
| | | (6) Direction of traffic flow on all roadways |
| | | (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| ___ | ___ | 2. Summary of Small Signs Tabulation |
| ___ | ___ | 3. Summary of Large Signs Tabulation including all Guide Signs |
| ___ | ___ | 4. Sign Detail Sheets |
| | | a. All signs except route markers |
| | | b. Design details for large guide signs |
| | | c. Dimensions of letters, shields, borders, corner radii etc. |
| | | d. Designation of shields attached to guide signs |
| | | e. Designation of arrow used on exit direction signs |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Traffic Signals |
| | | a. Development of Justification (Warrant) Data |
| ___ | ___ | (1) Location Map<br>Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators |
| ___ | ___ | (2) Photographs as appropriate |
| ___ | ___ | (3) Accident data as appropriate |
| | | (4) Vehicle volumes (provided by TxDOT) |
| ___ | ___ | (a) Existing |
| ___ | ___ | (b) Estimated |
| ___ | ___ | (c) Projected |
| ___ | ___ | (d) Pedestrian |
| ___ | ___ | (5) Traffic Survey - Count Analysis |
| ___ | ___ | (6) Recommendation based on above data |
| | | b. Layout |
| ___ | ___ | (1) Title Sheet (when applicable) |
| | | (a) Describe the location |
| | | (b) Type of installation |
| | | (c) Area map with project limits for each location |
| | | (d) Index of sheets |
| | | (e) Space for official signatures |
| | | (2) Estimate and quantity sheet (when applicable) |
| | | (a) List of all bid items |
| | | (b) Bid item quantities |
| | | (c) Specification item number |
| | | (d) Paid item description and unit of measure |
| | | (3) Basis of estimate sheet (list of materials) |
| | | (4) General notes and specification data sheet |
| | | (5) Condition diagram |
| | | (a) Highway and intersection design features |
| | | (b) Roadside development |
| | | (c) Traffic control including illumination |
| | | (6) Plan sheet(s) |
| | | (a) Existing traffic control that will remain (signs and markings) |
| | | (b) Existing utilities |
| | | (c) Proposed highway improvements |
| | | (d) Proposed installation |
| | | (e) Proposed additional traffic controls |
| | | (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks. |
| | | (g) Proposed illumination attached to signal poles. |
| | | (7) Notes for plan layout |
| | | (8) Elevation sheet(s) (span wire design) |
| | | (9) Phase sequence diagram(s) |
| | | (a) Signal locations |
| | | (b) Signal indications |
| | | (c) Phase diagram |
| | | (d) Signal sequence table |
| | | (e) Flashing operation (normal and emergency) |
| | | (f) Preemption operation (when applicable) |
| | | (g) Interval timing, cycle length and offset |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Traffic Signals *(continued)* |
| ___ | ___ | b. Layout *(continued)* |
| | | (10) Construction detail sheets(s) |
| | | (a) Poles (TxDOT standard sheets) |
| | | (b) Detectors |
| | | (c) Pull Box and conduit layout |
| | | (d) Controller Foundation standard sheet |
| | | (11) Marking details (when applicable) |
| | | (12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions |
| | | (13) Aerial or underground interconnect details (when applicable) |
| | | c. General Requirements |
| | | (1) Contact local utility company |
| ___ | ___ | (a) Confirm power source |
| ___ | ___ | (b) Discuss route of aerial or underground interconnect cable (when applicable) |
| ___ | ___ | (c) Adjustment of overhead utility lines |
| ___ | ___ | (2) Prepare governing specifications and special provisions list |
| ___ | ___ | (3) Prepare project estimate |
| ___ | ___ | d. Summary of Quantities |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Retaining Walls |
| | | a. Structural Details |
| ___ | ___ | (1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)* |
| ___ | ___ | (2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall) |
| ___ | ___ | (3) Specialized Retaining Wall at _____ locations (Unique Design).* |
| | | b. Alternate Patented Retaining Walls at all locations. (Layouts Only)** |
| ___ | ___ | (1) Mechanically Stabilized Earth |
| ___ | ___ | (2) Concrete Block Wall Systems |
| ___ | ___ | c. Retaining Wall Layout (PLAN) |
| | | (1) Designation of reference line |
| | | (2) Beginning and ending retaining wall stations |
| | | (3) Station of each retaining wall joint*** |
| | | (4) Offset from reference line |
| | | (5) Horizontal curve data |
| | | (6) Number of retaining wall panels and lengths*** |
| | | (7) Total length of wall |
| | | (8) Indicate face of wall |
| | | (9) All wall dimensions and alignment relations (alignment data as necessary) |
| | | (10) Soil core hole locations |
| ___ | ___ | d. Retaining Wall Layout (ELEVATION) |
| | | (1) Top of wall elevations at each joint or intervals*** |
| | | (2) Existing and finished ground line elevations |
| | | (3) Height of stem at each joint*** |
| | | (4) Wall panel designations*** |
| | | (5) Top of footing elevations*** |
| | | (6) Limits of measurement for payment**** |
| | | (7) Type, limits and anchorage details of railing (If applicable) |
| | | (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown. |
| ___ | ___ | e. ~~Foundation Studies (Show cost estimate with Function Code 110)~~ - **OMITTED** |
| ___ | ___ | (1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation. |
| ___ | ___ | f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work). |
| ___ | ___ | g. Estimate |
| ___ | ___ | h. Summary of Quantities |
| ___ | ___ | i. Typical X-section. |
| ___ | ___ | j. General Guidelines for Retaining Walls |
| | | (1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.** |
| | | (2) The ground water level should be observed at the water strike. |
| | | (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual. |
| | | (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | 2. Traffic Control Plan, Detours and Sequence of Construction<br>Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:<br>a. The sequence of construction and method of handling traffic during each phase.<br>b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.<br>c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.<br>d. Where detours are provided, typical cross sections shall be shown.<br>e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed. |
| | | 3. Illumination |
| ___ | ___ | a. Preliminary Roadway Illumination Layout and Circuit Layout<br>(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:<br>(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps<br>(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps<br>(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes<br>(d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)<br>(e) Tentative ROW limits<br>(f) Direction of traffic flow on all roadways<br>(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| ___ | ___ | b. Final Roadway Illumination and Electrical Circuit Layouts<br>(1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.<br>(2) Center line with station numbering.<br>(3) ROW lines.<br>(4) Symbol legend. Use department standard symbols for lighting and electrical.<br>(5) Culverts and other structures that present a hazard to traffic.<br>(6) Location of underground utilities, if not shown on plan profile.<br>(7) Location of overhead electrical lines, both crossing and parallel to ROW.<br>(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.<br>(9) Existing service poles, electrical circuits, ground boxes, etc.<br>(10) Contact electric utility for service pole locations, voltage characteristics.<br>(11) Location of proposed sign lighting circuits and roadway illumination.<br>(12) Proposed electrical circuits.<br>(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 3. Illumination *(continued)* |
| ___ | ___ | c. General Guidelines for Illumination (If applicable)<br>The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections. |
| | | 4. Miscellaneous Drafting/Standards |
| ___ | ___ | a. Erosion Control |
| ___ | ___ | b. Landscape Development |
| ___ | ___ | 5. Compute and Tabulate Quantities |
| ___ | ___ | 6. Special Utility Details (Irrigation lines) |
| | | 7. Miscellaneous Structures |
| | | a. Type of Structure* |
| | | (1) Overhead Sign Bridges (O.S.B.)<br>Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. |
| ___ | ___ | (a) New O.S.B. structure(s) |
| ___ | ___ | (b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated. |
| ___ | ___ | (2) High Mast Illumination Poles (HMIP) |
| ___ | ___ | (3) Traffic Signal Supports |
| ___ | ___ | (4) Conventional Illumination Poles |
| ___ | ___ | (5) Sound Barrier Walls |
| ___ | ___ | b. Checklist for Layouts |
| | | (1) Reference appropriate O.S.B. standard |
| | | (2) Drilled shaft size and length |
| | | (3) Soil strength used for design {indicate basis and boring(s) used} |
| | | (4) Design height |
| | | (5) Tower heights |
| | | (6) Leg spacings |
| | | (7) Design wind speed |
| ___ | ___ | c. Foundation Studies (Show cost estimate with Function Code 110)<br>The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis) |
| | | 8. Agreements |
| ___ | ___ | a. Utility Agreements |
| ___ | ___ | b. Exhibits for Utility Agreements |
| ___ | ___ | c. Railroad Agreements |
| | | d. Railroad Exhibits |
| ___ | ___ | (1) Railroad Underpasses |
| ___ | ___ | (2) Railroad Overpasses |
| ___ | ___ | (3) Railroad Grade Crossing (Replanking) |
| ___ | ___ | (4) Railroad Grade Crossing Warning Systems (Signals) |
| ___ | ___ | (5) Other Miscellaneous Sketches for Railroads |
| ___ | ___ | e. Traffic Signal Agreements |
| ___ | ___ | f. Exhibits for Traffic Signal Agreements |
| ___ | ___ | 9. Estimate |
| ___ | ___ | 10. Specifications and General Notes |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 11 - BRIDGE DESIGN

(Function Code 170)

| Services Provided By: ENGINEER | COUNTY | | NUMBER REQUIRED |
|---|---|---|---|
| | | 1. Preparation of Structural Details | |
| | | a. New Structure(s) | |
| ___ | ___ | (1) Underpass(es) | |
| ___ | ___ | (2) Overpass(es) | |
| ___ | ___ | (3) Main Lanes | ____ |
| ___ | ___ | (4) Direct Connector(s) | ____ |
| ___ | ___ | (5) Ramp Bridge(s) | ____ |
| ___ | ___ | (6) Waterway Structure(s)** | ____ |
| ___ | ___ | (7) Pedestrian Structure(s) | ____ |
| ___ | ___ | (8) Utility Structure(s) | ____ |
| ___ | ___ | (9) Railroad Underpass(es) | ____ |
| ___ | ___ | (10) Railroad Overpass(es) | ____ |
| ___ | ___ | (11) Bridge Classification Culvert(s)** | ____ |
| ___ | ___ | (11) Alternate Structural Designs | ____ |
| ___ | ___ | (12) Alternate Foundation Design | ____ |
| | | Total New Structures = | |
| | | b. Existing Structure(s) | ____ |
| ___ | ___ | (1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s) | |
| ___ | ___ | (2) Bridge Replacement | ____ |
| ___ | ___ | (3) Raising Bridge Elevation | ____ |
| ___ | ___ | (4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s) | ____ |
| ___ | ___ | (5) Railroad Overpass(es) | ____ |
| ___ | ___ | (6) Railroad Underpass(es) | ____ |
| | | Total Existing Structures = | ____ |

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | 2. Preparation of Bridge Layouts (each bridge) |

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | 2. Preparation of Bridge Layouts (each bridge) *(continued)*<br>c. Additional layout requirements for waterway structures and bridge classification culverts.<br>(1) Design and 100-year peak discharges.<br>(2) Design and 100-year high water (HW) (Recorded HW and date if available)<br>(3) Natural and through-bridge velocities for design and 100-year floods.<br>(4) Calculated backwater for design and 100-year floods.<br>(5) Direction of flow for waterway crossings.<br>(6) Contours for water crossing. |
| ___ | ___ | 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge) |
| ___ | ___ | 4. ~~Foundation Studies (Show cost estimate with Function Code 110)~~ - **OMITTED**<br>The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet). |
| ___ | ___ | 5. Bridge Total Quantities and Cost Estimates (each bridge) |
| ___ | ___ | 6. Bridge Special Provisions and Specifications (each bridge) |
| ___ | ___ | 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures. |
| ___ | ___ | 8. General Guidelines for Bridge Design<br>a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**<br><br>Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:<br>• TxDOT Design Division, when applicable:<br>- Railroad Companies<br>- FHWA<br>- U.S. Army Corps of Engineers<br>- U.S. Coast Guard<br>- Bureau of Reclamation<br>- Texas Parks and Wildlife<br>- Others<br><br>Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.<br><br>b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.<br><br>c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY |
|---|---|

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

~~SECTION 12 - CONSTRUCTION PHASE SERVICES~~ - OMITTED

(Function Code 320)

| Services Provided By: | |
|---|---|
| ENGINEER | COUNTY |
| ___ | ___ |

**CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

**Construction Bidding:**

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

**Construction Contract Administration and Inspection:**

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

**Miscellaneous Technical Activities:**

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

**CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

~~***SECTION 13 - FC 600 - ACQUISITION PROVIDER SERVICES***~~
~~**(for EST. 0 PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)** -~~**OMITTED**

(Services to be provided by L&G Engineering)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | **1) PROJECT ADMINISTRATION** |
| ___ | ___ | a) Negotiation of Scope of Services for Work Authorization<br>i) Acquisition Provider will visit project site with COUNTY personnel if necessary. |
| ___ | ___ | b) Project Presence at L&G Consultant Office Headquarters<br>i) Full Project Office<br>(1) No Joint Use of COUNTY or TxDOT facilities<br>(2) Open during normal COUNTY and State work hours<br>(3) Personnel available to answer questions<br>(4) Availability of Project Files<br>(5) At least one office staff member is required to be a current commissioned notary public. |
| ___ | ___ | c) Overhead Costs<br>i) Administrative costs |
| ___ | ___ | d) Communication<br>i) Provide monthly progress reports with invoice.<br>ii) Participate in project review meetings as determined by the COUNTY.<br>iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters. |
| ___ | ___ | e) File Management<br>i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.<br>ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.<br>iii) Maintain records of all payments including check number, amount, and date paid, etc.<br>iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.<br>v) Maintain copies of all correspondence and contacts with property owners. |
| | | **2) TITLE SERVICES** |
| ___ | ___ | a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item. |
| ___ | ___ | b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception. |
| | | **3) APPRAISAL** |
| ___ | ___ | a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request. |
| ___ | ___ | b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports. |
| ___ | ___ | c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms. |
| ___ | ___ | d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file. |
| ___ | ___ | e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| ___ | ___ | f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. |
| ___ | ___ | g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT. |
| ___ | ___ | h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT. |
| ___ | ___ | i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required. |
| ___ | ___ | j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **4) APPRAISAL REVIEW** |
| ___ | ___ | a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request. |
| ___ | ___ | b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

Services Provided By:

| ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal. |
| ___ | ___ | d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **5) APPRAISAL UPDATES** |
| ___ | ___ | a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| ___ | ___ | b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT. |
| ___ | ___ | c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY. |
| ___ | ___ | d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| ___ | ___ | e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required. |
| | | **6) NEGOTIATION, TASKS AND FEES** |
| ___ | ___ | a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel. |
| ___ | ___ | b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies. |
| ___ | ___ | c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms. |
| ___ | ___ | d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. |
| ___ | ___ | e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it). |
| ___ | ___ | f) Respond to property owner inquiries verbally and in writing within two business days. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | g) Prepare a separate negotiator contact report for each parcel per contact. |
| ___ | ___ | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests. |
| ___ | ___ | i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures. |
| ___ | ___ | j) Prepare final offer letter, documents of conveyance as necessary. |
| ___ | ___ | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested. |
| ___ | ___ | l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator. |
| ___ | ___ | m) Provide a monthly progress report per parcel by the 25th of the month with invoice. |
| ___ | ___ | n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| | | **7) CLOSING SERVICE FEES** |
| ___ | ___ | a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY. |
| ___ | ___ | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company. |
| ___ | ___ | c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission. |
| | | **8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).** |
| ___ | ___ | a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants) |
| ___ | ___ | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| ___ | ___ | c) TxDOT will review, approve and pay for all relocation costs as per the Agreement. |
| | | **9) CONDEMNATION SUPPORT** |
| ___ | ___ | a) Pre-Hearing Support<br>i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.<br>ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By:
ENGINEER COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

— — b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the

COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.

vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.

ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.

x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

**10) COMPENSABLE UTILITIES**

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations

i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications

i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers

i) Provide project schedule.

ii) Request schedules for utility adjustments.

iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests

i) Request Documents.

ii) Coordination of data on maps and citation of property interest documents.

iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements

i) Identify utilities that are compensable.

ii) Determine parties and agreements necessary to complete compensable process.

iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development

i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.

ii) Attend and participate in meetings by other parties.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

**11) PAYMENT SCHEDULE**

a) Project Administration
   i) Payment and Milestones
      (a) Full Project Office
         (1) Lump Sum Basis (assume 1 year project presence)
         (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
         (3) Remainder paid out in equal monthly installments of 15% starting the following month.
         (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
   ii) Payment
      (a) Per Parcel basis.
   iii) Milestones
      (a) 100% upon securing initial title commitment.

c) Appraisal Services
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon submission of ROW-A-10

e) Appraisal Update
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 80% upon presentation of initial offer.
      (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
   i) Payment
      (a) Per Relocation
   ii) Milestones
      (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
   i) Payment
      (a) By percent complete

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 14 - ADDITIONAL RESONSIBILITIES

**~~Easements, Letters of Permission, Etc.~~ - OMITTED**

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

**Coordination of Utilities**

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

**Meetings**

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

**Specifications, Special Provisions, Special Specifications**

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

**Project Manager/Engineer Communication**

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

**Design Responsibilities**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

**Document and Information Exchange**

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

**Proposal Time**

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

**Office Location**

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

| Service | Office Location |
|---|---|
| PS&E | Mission Office |
| Schematic | Mission Office |
| Environmental Document | Mercedes Office |

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

**NOTE:** Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### APPENDIX C - GENERAL PLAN CHECKLIST

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | Title Sheet |
| ___ | ___ | Project Layout |
| ___ | ___ | Sequence of Work |
| ___ | ___ | Detour Layouts & Profiles |
| ___ | ___ | Construction Pavement Markings |
| ___ | ___ | Signing & Barricades |
| ___ | ___ | Construction Sign & Beacons |
| ___ | ___ | Typical Sections |
| ___ | ___ | Shaping & Finishing Sections |
| ___ | ___ | Slopes Adjacent to Shoulders |
| ___ | ___ | Estimate & Quantities |
| ___ | ___ | General Notes & Specification Data |
| ___ | ___ | Grading Summary |
| ___ | ___ | Miscellaneous Summaries (See following "SUMMARIES" heading) |
| ___ | ___ | Horizontal Curve Data & Alignment Layouts |
| ___ | ___ | Drainage Summaries |
| ___ | ___ | Structure Summaries |
| ___ | ___ | Erosion Control Summary & Details |
| ___ | ___ | Plan/Profile Sheets |
| ___ | ___ | Erosion Control Summary & Details |
| ___ | ___ | Pavement Contours |
| ___ | ___ | Superelevation Transition (If Required) |
| ___ | ___ | Grading Contours |
| ___ | ___ | Guard Fence Layouts |
| ___ | ___ | Storm Water Pollution Prevention Plans (SW3P) |
| ___ | ___ | Drainage Area Maps |
| ___ | ___ | Hydraulic Data |
| ___ | ___ | Drainage Sheets |
| ___ | ___ | Bridge Hydrology Sheets |
| ___ | ___ | Inlet & Manhole Details |
| ___ | ___ | Utility Support Details |
| ___ | ___ | Culvert Cross Sections & Details |
| ___ | ___ | Special Culvert Designs |
| ___ | ___ | Special Drainage Details |
| ___ | ___ | Chain Link Fence Locations |
| ___ | ___ | Ramp Details Sheet |
| ___ | ___ | Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours) |
| ___ | ___ | Pavement Details |
| ___ | ___ | Pavement Standard Modification for Concrete Shoulder |
| ___ | ___ | Concrete Pavement Continuously Reinforced (CPCR) |
| ___ | ___ | Concrete Pavement Contraction Design (CPCD) |
| ___ | ___ | Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR) |
| ___ | ___ | Bridge Approach Slab Details |
| ___ | ___ | Vehicle Attenuator Details |
| ___ | ___ | Miscellaneous Details |
| ___ | ___ | Wheelchair Ramps |
| ___ | ___ | Pavement Marking Details |
| ___ | ___ | Modified Standards |
| ___ | ___ | List of Standards |
| ___ | ___ | Permanent Signing Plans & Quantities |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

**APPENDIX C - GENERAL PLAN CHECKLIST *(continued)***

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | Permanent Lighting Plans, Quantities & Standards |
| ___ | ___ | Bridge Layout(s) |
| ___ | ___ | Bridge Details |
| ___ | ___ | Retaining Wall Layout(s) |
| ___ | ___ | Retaining Wall Details |
| ___ | ___ | Pumphouse Details |
| ___ | ___ | Underdrain Details (Retaining Walls) |
| ___ | ___ | Culvert Standards |
| ___ | ___ | Soil Profile |
| ___ | ___ | Temporary Traffic Signals |
| ___ | ___ | Design Cross Sections |
| ___ | ___ | Estimate |
| ___ | ___ | List of Standard Specification, Special Provisions & Special Specifications |
| ___ | ___ | Detour Special Provisions (If Required) |
| ___ | ___ | Construction Time Estimate |
| ___ | ___ | Critical Path Method (CPM) |
| ___ | ___ | Unit Price Documentation |
| **Miscellaneous** | | |
| ___ | ___ | Conduit Requirements |
| ___ | ___ | Traffic signal Requirements |
| **Summaries** | | **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)** |
| ___ | ___ | Salvaging and Placing Topsoil |
| ___ | ___ | Prepare ROW |
| ___ | ___ | Remove Old Structures |
| ___ | ___ | Scarify Existing Pavement |
| ___ | ___ | Remove Old Concrete Curb of Curb and Gutter (C&G) |
| ___ | ___ | Remove Old Concrete Pavement |
| ___ | ___ | Remove Old Concrete Riprap |
| ___ | ___ | Remove Metal Beam Guard Fence |
| ___ | ___ | Galvanized steel Beam Guard Fence (12Ga) (GSBGF) |
| ___ | ___ | Temporary Guard Fence (TEMPGF) |
| ___ | ___ | Summary of Concrete Flumes |
| ___ | ___ | Curbs |
| ___ | ___ | Adjust Manholes & Inlets |
| ___ | ___ | Underdrains |
| ___ | ___ | Base and Pavement |
| ___ | ___ | Large Structure |
| ___ | ___ | Concrete Riprap (RR8 & RR9) |
| ___ | ___ | Temporary Portable Concrete Barrier (PCBR) |
| ___ | ___ | Concrete Traffic Barrier |
| ___ | ___ | Vehicle Attenuator |
| ___ | ___ | Guard Rail Energy Absorbing Terminal (Great System) |
| ___ | ___ | Pavement Markings & Blast Cleaning (Thermoplastic) |
| ___ | ___ | Retaining Walls |
| ___ | ___ | Large Structure Summaries |
| ___ | ___ | Small Structure Summaries |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

**APPENDIX C - GENERAL PLAN CHECKLIST *(continued)***

| Services Provided By: ENGINEER | COUNTY | **Summaries** — **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)** |
|---|---|---|
| ___ | ___ | Earthwork (Roadway & Channel) & Channel Details |
| ___ | ___ | Culverts |
| ___ | ___ | Detours |
| ___ | ___ | Seeding or Mulch Sod - Quantity Only |
| ___ | ___ | Inlet & Manholes |
| ___ | ___ | Sidewalks |
| ___ | ___ | Construction Pavement Markings |
| ___ | ___ | Driveways |
| ___ | ___ | Concrete Median |
| ___ | ___ | Storm Sewers |
| ___ | ___ | Head Walls & Safety End Treatments |
| ___ | ___ | Curb Openings |
| ___ | ___ | Manholes |
| ___ | ___ | Chain Link Fence, Remove & Replace Chain Link Fence |
| ___ | ___ | Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer |

# EXHIBIT C

-Engineer Contract Rates

# EXHIBIT "C"
# CONTRACT RATES

**L & G Engineering**
Transportation Consulting Engineers

Audited Overhead Rate FY 2013

| Labor/Staff Classification | Hourly Base Rate | Contract Rate FY 15 | Contract Rate *FY 16 |
|---|---|---|---|
| Principal | $ - | $ - | $ - |
| Senior Project Manager | $ 70.00 | $ 218.04 | $ 224.58 |
| Engineer (V) - Senior Engineer | $ 58.00 | $ 180.66 | $ 186.08 |
| Senior Environmental Scientist/Specialist | $ 49.00 | $ 152.63 | $ 157.21 |
| Engineer (III) - Project Engineer | $ 43.00 | $ 133.94 | $ 137.96 |
| Engineering Lab Manager | $ 34.00 | $ 105.91 | $ 109.08 |
| ROW Administrator | $ 34.00 | $ 105.91 | $ 109.08 |
| Senior Engineer Tech | $ 30.00 | $ 93.45 | $ 96.25 |
| Project Inspector (V) | $ 28.00 | $ 87.22 | $ 89.83 |
| Record Keeper | $ 27.00 | $ 84.10 | $ 86.63 |
| Project Inspector (I) | $ 22.00 | $ 68.53 | $ 70.58 |
| CADD Operator / GIS Analyst | $ 22.00 | $ 68.53 | $ 70.58 |
| Admin/Clerical | $ 20.00 | $ 62.30 | $ 64.17 |
| Field Technician | $ 17.00 | $ 52.95 | $ 54.54 |

Negotiated Overhead Rate: **178.12%**

Negotiated Profit Rate: **12.00%**

Multiplier: **3.1149**

* Annual Escalation Rate = 3.00%

Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.

| Other Direct Expenses: | Cost |
|---|---|
| Lodging | **$85/night** |
| Meals | **$36/day** |
| Mileage | **$0.55/mile** |
| Car Rental | **$75.00/day** |
| 8 1/2" X 11" copies | **$1.00**/sheet |
| 11" X 17" copies | **$1.50**/sheet |
| 11" X 17" Mylar | **$2.00/sheet** |
| 42in Color Roll Plots | **$5.00/SF** |
| Overnight Mail - Letter Size | **$15.00/Each** |
| Overnight Mail - Oversized Box | **$38.00/Each** |

# EXHIBIT D

## -Work Authorization Form

**HIDALGO COUNTY**
**Professional Engineering Services**
**Agreement #C-15-097-03-17**

**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.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. ____.**

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No. 2:**

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 ENGINEERING**

_____
By: Jacinto Garza, P.E.

**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 ENGINEERING 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

# Exhibit F
# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2014

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<br>4801 Woodway Drive<br>Suite 300 East<br>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 | |
| INSURED | INSURER B : Continental Casualty Insurance Co. | |
| L&G Consulting Engineers, Inc.<br><br>2100 W. Expressway 83<br>Mercedes TX 78570 | INSURER C : Gemini Insurance Company | |
| | INSURER D : Texas Mutual Insurance Company | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | | | 5095025836 | 07/19/2014 | 07/19/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 5095026016 | 07/19/2014 | 07/19/2015 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | TSF0001273119 | 07/23/2014 | 07/23/2015 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional Liability<br>"claims made" | | | HPM-DP-00195-00 | 07/19/2014 | 07/19/2015 | Each Claim Limit<br>Aggregate Limit | $2,000,000<br>$2,000,000 |

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

Ref: Professional Engineering Services. Hidalgo County is named as additional insured on General Liability & Automobile and is provided with 30 days notice of cancellation and waiver of subrogation on General Liability, Automobile & Workers Compensation as required by written contract. Policies are primary/non-contributory when required by written contract.

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <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<br>RUBY CASAS INSURANCE AGENCY<br>702 N Closner Blvd<br>Edinburg, TX 78541 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246<br>E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com |
| INSURED<br>L&G CONSULTING ENGINEERS, INC<br>DBA L&G ENGINEERING<br>2100 W EXPRESSWAY 83<br>MERCEDES TX 78570 | INSURER(S) AFFORDING COVERAGE — NAIC#<br>INSURER A: TRUCK INSURANCE EXCHANGE — 21709<br>INSURER B: FARMERS INSURANCE EXCHANGE — 21652<br>INSURER C: MID CENTURY INSURANCE COMPANY — 21687<br>INSURER D:<br>INSURER E:<br>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) | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $ |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | Y | Y | 605950941 | 07/19/2014 | 07/19/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] 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)

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 | CANCELLATION |
|---|---|
| HIDALGO COUNTY<br>2802 S BUSINESS HWY 281<br>EDINBURG, TX 78539 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

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# EXHIBIT D

## -Work Authorization Form

**HIDALGO COUNTY**
**Professional Engineering Services**
**Agreement #C-15-097-03-17**

**WORK AUTHORIZATION NO. 1**

**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, **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering**, professional engineers of Mercedes Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the "Engineer" to provide Feasibility Studies on Precinct No. 2 Priority Projects:

- East Eldora Rd. Project
- West Eldora Rd. Project
- Sioux Road Project
- Overpass at US83 and 2nd St. Project
- Cesar Chavez Rd. Project

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 **$375,918.70**.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 4 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**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.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 1.**

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No. 2:**

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 ENGINEERING**

_____
By: Jacinto Garza, P.E.

**THE OWNER:**
**HIDALGO COUNTY**

_____
By: Ramon Garcia, County Judge

**ATTEST:**

_____
By: Arturo Guajardo Jr., County Clerk

# 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"

**Services to be Provided by the Engineer**

**PROJECT INFO:**

- **Project Name:** **Precinct No. 2 Priority Projects**
- **Project Limits:** **Throughout Hidalgo County**

**GENERAL SCOPE OF WORK:**

The work to be performed by the **Engineer** under this Work Authorization shall consist of providing Engineering Services required for Feasibility Studies on the Precinct No. 2 Priority Projects located throughout Hidalgo County hereinafter denoted as the **Projects**.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the **Owner**".

Specific activities to be performed by the **Engineer,** as generally outlined in the Contract, include the following:

## SECTION 2 – FEASIBILITY STUDIES

(Function Code 102)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| YES | NO | Preliminary Design Values |

The **Engineer** will work with the **Owner** to establish basic design concepts, project controls and general scope of **Projects**.

| | | |
|---|---|---|
| YES | NO | Preliminary Route Locations on Uncontrolled Mapping |

The **Engineer** will evaluate various alternatives (route locations, alignment shifts, geometry) for the **Projects**.

| | | |
|---|---|---|
| YES | NO | Uncontrolled Mapping (w/Contours & GIS Info) |

The **Engineer** will investigate the existing routes and coordinate with the **Owner** on establishing the best-fit alignments and mapping proposed geometry for **Projects**. Preliminary Location Exhibit will be developed.

| | | |
|---|---|---|
| YES | NO | Preliminary Traffic Evaluations & Trends |

The **Engineer** will investigate existing traffic models and trends for the proposed **Projects** and adjacent roadways tying into the proposed **Projects**.

YES NO Preliminary Hydrologic Map

The **Engineer** will develop a Hydrologic Map for the **Projects**. Hydrologic Maps will be based on LIDAR and GIS information.

YES NO Preliminary ROW Requirements

The **Engineer** will research and identify affected property owners on the **Projects** utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.

YES NO Preliminary Cost Estimates

The **Engineer** will calculate preliminary construction cost estimates for the location and geometry of the **Projects**.

YES NO Preliminary Environmental Analysis (for fatal flaws)

The **Engineer** will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.

YES NO Project Fact Sheet with Est. Local Cost vs. Total Project Cost

The **Engineer** will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the **Projects**.

YES NO Meetings, Coordination & Support for Project Development

The **Engineer** shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The **Engineer** shall serve as representative for the **Owner** in coordination items. The **Engineer** shall coordinate with the **Owner's** staff on all **Project** related items.

**EXHIBIT "C"**
**PROJECT SCHEDULE**

**Function Code 102 ~ Feasibility Studies on Pct #2 Priority Projects**

| | 2015 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TASK AND DESCRIPTION** | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| **Feasability Studies for all 5 Precinct #2 Priority Projects** | | | | | | | | | | | | |
| Meetings & Coordination w/ Pct. #2 Staff on Project Development Activities | | | | | | | | | | | | |
| Preliminary Design Values | | | | | | | | | | | | |
| Preliminary Route Locations on Uncontrolled Mapping | | | | | | | | | | | | |
| Uncontrolled Mapping (w/ Contours & GIS Info) | | | | | | | | | | | | |
| Preliminary Traffic Evaluations & Trends | | | | | | | | | | | | |
| Preliminary Hydrologic Map | | | | | | | | | | | | |
| Preliminary ROW Requirements | | | | | | | | | | | | |
| Preliminary Cost Estimates | | | | | | | | | | | | |
| Preliminary Environmental Analysis (for fatal flaws) | | | | | | | | | | | | |
| Project Fact Sheet with Estimated Local Cost vs. Total Project Cost | | | | | | | | | | | | |

# EXHIBIT D
# FEE PROPOSAL
## On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
## Function Code 102 ~ Feasibility Studies on Pct #2 Priority Projects

| | | MANHOURS | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Senior Project Manager | Senior Engineer | Project Engineer | Senior Engineering Technician | CADD Operator | Admin / Clerical | L&G TOTAL HOURS |
| **FC 102 ~ Feasibility Studies** | | | | | | | | |
| | **East Eldora Rd. Project** | | | | | | | |
| 1 | Preliminary Design Values | 8 | 12 | 18 | 36 | 44 | | 118 |
| 2 | Preliminary Route Locations on Uncontrolled Mapping | 2 | 4 | 6 | 10 | 12 | | 34 |
| 3 | Uncontrolled Mapping (w/ Contours & GIS Info) | 10 | 15 | 22 | 46 | 58 | | 151 |
| 4 | Preliminary Traffic Evaluations & Trends | 4 | 6 | 9 | 12 | 16 | | 47 |
| 5 | Preliminary Hydrologic Map | 4 | 6 | 9 | 20 | 16 | | 55 |
| 6 | Preliminary ROW Requirements | 2 | 4 | 4 | 10 | 12 | | 32 |
| 7 | Preliminary Cost Estimates | 2 | 4 | 4 | 10 | 12 | | 32 |
| 8 | Preliminary Environmental Analysis (for fatal flaws) | 4 | 6 | 9 | 12 | 16 | | 47 |
| 9 | Project Fact Sheet with Estimated Local Cost vs. Total Project Cost | 6 | 9 | 14 | 26 | 32 | 24 | 111 |
| | **West Eldora Rd. Project** | | | | | | | |
| 1 | Preliminary Design Values | 8 | 12 | 18 | 36 | 44 | | 118 |
| 2 | Preliminary Route Locations on Uncontrolled Mapping | 2 | 4 | 6 | 10 | 12 | | 34 |
| 3 | Uncontrolled Mapping (w/ Contours & GIS Info) | 10 | 15 | 22 | 46 | 58 | | 151 |
| 4 | Preliminary Traffic Evaluations & Trends | 4 | 6 | 9 | 12 | 16 | | 47 |
| 5 | Preliminary Hydrologic Map | 4 | 6 | 9 | 20 | 16 | | 55 |
| 6 | Preliminary ROW Requirements | 2 | 4 | 4 | 10 | 12 | | 32 |
| 7 | Preliminary Cost Estimates | 2 | 4 | 4 | 10 | 12 | | 32 |
| 8 | Preliminary Environmental Analysis (for fatal flaws) | 4 | 6 | 9 | 12 | 16 | | 47 |
| 9 | Project Fact Sheet with Estimated Local Cost vs. Total Project Cost | 6 | 9 | 14 | 26 | 32 | 24 | 111 |
| | **Sioux Road Project** | | | | | | | |
| 1 | Preliminary Design Values | 8 | 12 | 18 | 36 | 44 | | 118 |
| 2 | Preliminary Route Locations on Uncontrolled Mapping | 2 | 4 | 6 | 10 | 12 | | 34 |
| 3 | Uncontrolled Mapping (w/ Contours & GIS Info) | 10 | 15 | 22 | 46 | 58 | | 151 |
| 4 | Preliminary Traffic Evaluations & Trends | 4 | 6 | 9 | 12 | 16 | | 47 |
| 5 | Preliminary Hydrologic Map | 4 | 6 | 9 | 20 | 16 | | 55 |
| 6 | Preliminary ROW Requirements | 2 | 4 | 4 | 10 | 12 | | 32 |
| 7 | Preliminary Cost Estimates | 2 | 4 | 4 | 10 | 12 | | 32 |
| 8 | Preliminary Environmental Analysis (for fatal flaws) | 4 | 6 | 9 | 12 | 16 | | 47 |
| 9 | Project Fact Sheet with Estimated Local Cost vs. Total Project Cost | 6 | 9 | 14 | 26 | 32 | 24 | 111 |
| | **Overpass at US83 and 2nd St. Project** | | | | | | | |
| 1 | Preliminary Design Values | 8 | 12 | 18 | 36 | 44 | | 118 |
| 2 | Preliminary Route Locations on Uncontrolled Mapping | 2 | 4 | 6 | 10 | 12 | | 34 |
| 3 | Uncontrolled Mapping (w/ Contours & GIS Info) | 10 | 15 | 22 | 46 | 58 | | 151 |
| 4 | Preliminary Traffic Evaluations & Trends | 4 | 6 | 9 | 12 | 16 | | 47 |
| 5 | Preliminary Hydrologic Map | 4 | 6 | 9 | 20 | 16 | | 55 |
| 6 | Preliminary ROW Requirements | 2 | 4 | 4 | 10 | 12 | | 32 |
| 7 | Preliminary Cost Estimates | 2 | 4 | 4 | 10 | 12 | | 32 |
| 8 | Preliminary Environmental Analysis (for fatal flaws) | 4 | 6 | 9 | 12 | 16 | | 47 |
| 9 | Project Fact Sheet with Estimated Local Cost vs. Total Project Cost | 6 | 9 | 14 | 26 | 32 | 24 | 111 |
| | **Cesar Chavez Rd. Project** | | | | | | | |
| 1 | Preliminary Design Values | 8 | 12 | 18 | 36 | 44 | | 118 |
| 2 | Preliminary Route Locations on Uncontrolled Mapping | 2 | 4 | 6 | 10 | 12 | | 34 |
| 3 | Uncontrolled Mapping (w/ Contours & GIS Info) | 10 | 15 | 22 | 46 | 58 | | 151 |
| 4 | Preliminary Traffic Evaluations & Trends | 4 | 6 | 9 | 12 | 16 | | 47 |

# EXHIBIT D
# FEE PROPOSAL
## On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
## Function Code 102 ~ Feasibility Studies on Pct #2 Priority Projects

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5 | Preliminary Hydrologic Map | 4 | 6 | 9 | 20 | 16 | | 55 |
| 6 | Preliminary ROW Requirements | 2 | 4 | 4 | 10 | 12 | | 32 |
| 7 | Preliminary Cost Estimates | 2 | 4 | 4 | 10 | 12 | | 32 |
| 8 | Preliminary Environmental Analysis (for fatal flaws) | 4 | 6 | 9 | 12 | 16 | | 47 |
| 9 | Project Fact Sheet with Estimated Local Cost vs. Total Project Cost | 6 | 9 | 14 | 26 | 32 | 20 | 107 |
| | | | | | | | | |
| | **Overall Project Items** | | | | | | | |
| 1 | Meetings & Coordination w/ Pct. #2 Staff on Project Development Activities | 60 | 30 | 20 | | | 20 | 130 |
| | | | | | | | | |
| | | | | | | | | |
| | **Subtotal Hours** | **270** | **360** | **495** | **910** | **1090** | **136** | **3261** |
| Hourly Base Rate | | $ 70.00 | $ 58.00 | $ 43.00 | $ 30.00 | $ 22.00 | $ 20.00 | |
| FY 15 Contract Hourly Rate w/ OH Mult. (178.12%) & Fixed Fee (12.00%) | | $ 218.04 | $ 180.66 | $ 133.94 | $ 93.45 | $ 68.53 | $ 62.30 | |
| **Total Labor Costs** | | **$ 58,870.80** | **$ 65,037.60** | **$ 66,300.30** | **$ 85,039.50** | **$ 74,697.70** | **$ 8,472.80** | **$ 358,418.70** |

| **L&G Direct Expenses** | **Cost Proposal** |
|---|---|
| **40 Ft. Long by 3.5 Ft. Tall Project Exhibits (140 sq. ft.) @ $5.00/sq. ft. - 5 Total Prints for Each of the 5 Projects** | **$ 17,500.00** |
| **Subtotal (Direct Expenses)** | **$ 17,500.00** |

**Grand Total** **$ 375,918.70**

**AI -48917** **Purchasing Department** **24. F. 2.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**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 engineering 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 professional construction materials testing and geo-technical testing services for Pct No.2 "ON CALL SERVICES".

| Evaluators | Earth Co. | PSI Engineering | L&G Engineering |
|---|---|---|---|
| Scoring | 88 | 90 | 93 |
| Ranking | | | |

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for construction materials testing and geo-technical testing services for Pct No.2 "ON CALL SERVICES".

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1200-431-00-122-006-0-334

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

**BUDGETARY IMPACT:**

Funds available as of 3/13/15.

## Attachments

grid

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Nielda Cavazos | 03/13/2015 11:24 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:26 PM |

| | | |
|---|---|---|
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Nielda Cavazos | | Started On: 03/13/2015 11:03 AM |
| Final Approval Date: 03/13/2015 | | |

**AI -48879** **Purchasing Department** **24. F. 3.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

---

**Information**

**CAPTION**

A. Pursuant to Tx. LGC, Chapters/Sections, 263.151(2)(B)(C)(D) and 263.152(a)(2), action to declare six (6) [tractor/mower] units "Surplus"[detailed & described in the Exhibit attached herein] and approval to dispose of the units for the purpose of disposition as "trade-ins" toward the acquisition of new units;

B. Requesting authority to purchase three (3) tractors (as detailed in supporting documentation)through John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #447-14 to include;

1. Three (3) JD 5065E Utility Tractors in the amount of $ 94,262.64, and;
2. Three (3) JD MX7 Lift-Type Rotary Cutter-540 RPM PTO in the amount of 10,827.30;

less trade-in value for 6 Units in the amount of $52,500.00 for a final total of (a) & (b) of $52,589.94 which includes fees.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1345-431-00-122-XXX-0-751

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

**BUDGETARY IMPACT:**

Funding pending appropriation of 2014 CO's on 3/17/15 agenda. Budget Office will be submitting appropriation.

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Funds available pending approval of AI-48898 CC 3/17/15.

---

**Attachments**

Quote w/ Price Verification
Trade In - Unit List
263.151

263.152
depreciation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:34 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:20 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Erika Zamora | | Started On: 03/12/2015 09:56 AM |
| Final Approval Date: 03/13/2015 | | |

JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

## Quote Summary

**Prepared For:**
Hidalgo Co. Pct
TX

**Delivering Dealer:**
**Neuhaus & Company, Ltd**
R.d. Machen
2000 East Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rdm@neuhausco.com

**Quote ID:** 10951994
**Created On:** 17 February 2015
**Last Modified On:** 03 March 2015
**Expiration Date:** 19 March 2015

| Equipment Summary | Suggested List | Selling Price | | Qty | | Extended |
|---|---|---|---|---|---|---|
| JOHN DEERE 5065E Cab Utility Tractor (49 PTO hp)<br>**Contract:** TASB_447-14<br>**Price Effective Date:** December 3, 2014 | $ 42,181.60 | $ 31,420.88 | X | 3 | = | $ 94,262.64 |
| JOHN DEERE MX7 Lift-Type Rotary Cutter - 540 RPM PTO<br>**Contract:** TASB_447-14<br>**Price Effective Date:** November 3, 2014 | $ 4,884.00 | $ 3,609.10 | X | 3 | = | $ 10,827.30 |
| **Equipment Total** | | | | | | **$ 105,089.94** |

| Trade In Summary | Qty | Each | Extended |
|---|---|---|---|
| JOHN DEERE 5065E TRACTOR | 1 | $ 52,500.00 | $ 52,500.00 |
| PayOff | | | $ 0.00 |
| Total Trade Allowance | | | $ 52,500.00 |
| **Trade In Total** | | | **$ 52,500.00** |

* Includes Fees and Non-contract items

| Quote Summary | |
|---|---|
| Equipment Total | $ 105,089.94 |
| Trade In | $ (52,500.00) |
| SubTotal | **$ 52,589.94** |
| Total | $ 52,589.94 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |

**Salesperson : X** _____ **Accepted By : X** _____

JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

| | |
|---|---|
| **Balance Due** | **$ 52,589.94** |

**Salesperson : X** _____

**Accepted By : X** _____

JOHN DEERE

# Selling Equipment

**Quote Id:** 10951994 **Customer Name:**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

## JOHN DEERE 5065E Cab Utility Tractor (49 PTO hp)

**Contract:** TASB_447-14
**Price Effective Date:** December 3, 2014

**Suggested List ***
$ 42,181.60
**Selling Price ***
$ 31,420.88

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|---|---|---|---|---|---|---|---|
| 1745LV | 5065E Cab Utility Tractor (49 PTO hp) | 3 | $ 37,426.00 | 26.00 | $ 9,730.76 | $ 27,695.24 | $ 83,085.72 |
| | **Standard Options - Per Unit** | | | | | | |
| 0409 | English Operators Manual and Decal Kit | 3 | $ 0.00 | 26.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 1381 | 12F/12R PowrReverser Transmission - 540/540E (PR) | 3 | $ 0.00 | 26.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 3420 | Dual Mid Valves with Joystick Control | 3 | $ 1,123.00 | 26.00 | $ 291.98 | $ 831.02 | $ 2,493.06 |
| 5185 | 16.9-28 In. 6PR R1 Bias | 3 | $ 0.00 | 26.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 6040 | MFWD (4 Wheel Drive) | 3 | $ 0.00 | 26.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 6101 | 9.5-24 In. 6PR R1 Bias | 3 | $ 0.00 | 26.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| | **Standard Options Total** | | **$ 1,123.00** | | **$ 291.98** | **$ 831.02** | **$ 2,493.06** |
| | **Dealer Attachments/Non-Contract** | | | | | | |
| LVB25728 | Backup Alarm Kit | 3 | $ 161.70 | 26.00 | $ 42.04 | $ 119.66 | $ 358.98 |
| AL80126 | Mirror, Telescopic, LH, Manually Adjustable | 3 | $ 171.60 | 26.00 | $ 44.62 | $ 126.98 | $ 380.94 |
| AL80127 | Mirror, Telescopic, RH, Manually Adjustable | 3 | $ 171.60 | 26.00 | $ 44.62 | $ 126.98 | $ 380.94 |
| 004 | Non-Contract Attachment 100lbs Front Suit Case Weight | 18 | $ 110.00 | 5.00 | $ 5.50 | $ 104.50 | $ 1,881.00 |
| 003 | Non-Contract Attachment Beacon Light Kit | 3 | $ 399.00 | 5.00 | $ 19.95 | $ 379.05 | $ 1,137.15 |
| 005 | Non-Contract Attachment Hazard Cab Light Kit | 3 | $ 399.00 | 5.00 | $ 19.95 | $ 379.05 | $ 1,137.15 |
| 001 | Non-Contract Attachment Radio Cab Kit | 3 | $ 499.00 | 5.00 | $ 24.95 | $ 474.05 | $ 1,422.15 |

JOHN DEERE

# Selling Equipment

**Quote Id:** 10951994 **Customer Name:**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|---|---|---|---|---|---|---|---|
| 002 | Non-Contract Attachment Rear Valve Kit | 3 | $ 899.00 | 5.00 | $ 44.95 | $ 854.05 | $ 2,562.15 |
| LVB26096 | Single Horn Kit | 3 | $ 51.70 | 26.00 | $ 13.44 | $ 38.26 | $ 114.78 |
| LVB25889 | Weight, Front Support - 100 Lb. | 3 | $ 220.00 | 26.00 | $ 57.20 | $ 162.80 | $ 488.40 |
| | **Dealer Attachments Total** | | **$ 3,082.60** | | **$ 317.22** | **$ 2,765.38** | **$ 9,863.64** |
| | **Suggested Price** | | | | | | **$ 95,442.42** |
| | **Additional Discounts** | | | | | | |
| | Multi-unit Discount | 3 | | | $ 393.26 | $ -393.26 | $ -1,179.78 |
| | **Additional Discount Total** | | | | **$ 393.26** | **$ -393.26** | **$ -1,179.78** |
| **Total Selling Price** | | | **$ 41,631.60** | | **$ 10,733.22** | **$ 30,898.38** | **$ 94,262.64** |

## JOHN DEERE MX7 Lift-Type Rotary Cutter - 540 RPM PTO

**Contract:** TASB_447-14
**Price Effective Date:** November 3, 2014

**Suggested List ***
$ 4,884.00
**Selling Price ***
$ 3,609.10

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|---|---|---|---|---|---|---|---|
| 2154P | MX7 Lift-Type Rotary Cutter - 540 RPM PTO | 3 | $ 4,326.00 | 26.00 | $ 1,124.76 | $ 3,201.24 | $ 9,603.72 |
| | **Standard Options - Per Unit** | | | | | | |
| 9010 | Dual Tailwheel Support, Hub and Wheel | 3 | $ 359.00 | 26.00 | $ 93.34 | $ 265.66 | $ 796.98 |
| | **Standard Options Total** | | **$ 359.00** | | **$ 93.34** | **$ 265.66** | **$ 796.98** |
| | **Dealer Attachments/Non-Contract** | | | | | | |
| 001 | Non-Contract Attachment 3pt Pin Kit | 3 | $ 199.00 | 5.00 | $ 9.95 | $ 189.05 | $ 567.15 |
| | **Dealer Attachments Total** | | **$ 199.00** | | **$ 9.95** | **$ 189.05** | **$ 567.15** |
| | **Suggested Price** | | | | | | **$ 10,967.85** |
| | **Additional Discounts** | | | | | | |

JOHN DEERE

# Selling Equipment

**Quote Id:** 10951994 **Customer Name:**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|---|---|---|---|---|---|---|---|
| | Multi-unit Discount | 3 | | | $ 46.85 | $ -46.85 | $ -140.55 |
| | **Additional Discount Total** | | | | **$ 46.85** | **$ -46.85** | **$ -140.55** |
| **Total Selling Price** | | | **$ 4,884.00** | | **$ 1,274.90** | **$ 3,609.10** | **$ 10,827.30** |

# 5065E Cab Utility Tractor (49 PTO hp)

Equipment for Base Machine

ENGINE:
65 (47.5 kW) 97/68/EC Engine Horsepower @ 2400 RPM*
49 (36.0 kW) PTO Horsepower @ 2400 RPM*
3 Cylinder Turbocharged John Deere
PowerTech Diesel Engine
179 C.I.D. (2.9L)
Dry Type Air Cleaner with Safety Element
Underhood Muffler with Vertical Exhaust Stack
Anti-Freeze
Hand and Foot Throttles
Key Engine Shutoff
Fan Finger Guard
Heavy Duty Air Intake Pre-Heater

TRANSMISSION:
12F/12R PowrReverser Transmission
LH Electrohydraulic (EH)
Directional Reverser
Right Hand Shifted Speeds and Ranges, Integrated
Park Position
Differential Lock
Neutral Start Safety Switch
Wet Traction Clutch

REAR AXLE:
Flanged Rear Axle
Planetary Final Drives

STEERING AND BRAKES:
Hydrostatic Power Steering
Hydraulically Actuated Wet Disk Brakes
Self-Equalizing and Self-Adjusting

HYDRAULICS:
Open Center Hydraulic System
Tandem Gear Pump 18.2 GPM (68.8 LPM)
Maximum Total Flow
Steering Pump 6.8 GPM (25.7 LPM)
Implement Pump 11.4 GPM (43.1 LPM)
One Rear Selective Control Valve

POWER TAKE-OFF SHAFT:
Independent "Live" 540 RPM /540E
Rear PTO Shaft
Electro-hydraulic PTO engagement
@ 2400 Rated Engine RPM
Economy PTO setting for 540 PTO RPM
@ 1716 Engine RPM
Wet PTO Clutch
Flip Up PTO Shield
Operator Presence Safety Warning - PTO
Safety Start Switch

ROCKSHAFT, HITCH AND DRAWBAR:
Rear Rockshaft with Position Control,
Draft Control, and Adjustable Rate of Drop
3-Point (Category II) Hitch
with Sway Chains -
Convertible to Category I
Adjustable Drawbar

INSTRUMENTATION:
Electric Fuel Gauge
Digital Display - Hour Meter/ Ground speed / PTO speed
Oil Pressure Indicator Light
Coolant Temperature Gauge
Alternator Indicator Light
Air Restriction Indicator Light
Turn Signal Indicator Light
High Beam Light
PTO Engagement Light
MFWD Engagement Indicator Light

ELECTRICAL:
12-Volt Electrical System
One Battery - 950 CCA** with
180 Minute Reserve Capacity
90 Amp Alternator

LIGHTS:
Two Front Halogen Headlights
Two Turn/Flashing Warning Lights
Two Tail Lights

MISCELLANEOUS:
SMV Emblem
Tilt-Up Hood
Toolbox

BASE MACHINE:
CAB
21.6 U.S. Gallon (82 L) Fuel Tank Capacity
Left Hand Door Only
Tilt and Telescopic Steering system with 12F/12R PowrReverser Transmission
Air Conditioning
Comfort cloth Mechanical Seat
Retractable Seat Belt
Cup Holders
Front Windshield Wiper
Two Rear Roof-Mounted, Work Lights
Two Front/Two Rear Roof-Mounted, Warning Lights
MFWD (4 Wheel Drive) Front Axle
8-Position Steel Rear Wheels with
Two 16.9-28 6PR (R1) Tires
8-Position Steel Front Wheels with
Two 9.5-24 6PR (R1) Front Tires

* Manufacturer's Rating
** Cold Cranking Amps

| CODE | ATTACHMENT IDENTIFIER | DESCRIPTION | SUGGESTED LIST PRICE USD ($) |
|---|---|---|---|

Select One Code From Each Required Category

**BASE MACHINE**

| | | |
|---|---|---|
| 1745LV | 5065E Cab Utility Tractor (49 PTO hp) | 37,426.00 |

## 5065E Cab Utility Tractor (49 PTO hp)
Continued

| CODE | ATTACHMENT IDENTIFIER | DESCRIPTION | SUGGESTED LIST PRICE USD ($) |
|---|---|---|---|
| | | **BASE MACHINE ...Continued...** | |
| | | **OPERATORS MANUAL** | |
| 0409 | | English Operators Manual and Decal Kit | In Base Price |
| 0413 | | French Operators Manual and Decal Kit | Same Price |
| 0437 | | Spanish Operators Manual and Decal Kit | Same Price |
| | | **TRANSMISSION** | |
| 1381 | | 12F/12R PowrReverser Transmission - 540/540E (PR)<br>*Electrohydraulic (EH) Directional Reverser*<br>*Wet Traction Clutch*<br>*Wet PTO Clutch*<br>*Neutral Start Safety Switch*<br>*Electrohydraulic (EH) PTO engagement*<br>*Economic-PTO/Standard PTO*<br>*MFWD indicator light*<br>*Digital hour meter indicator*<br>*Digital ground speed indicator*<br>*Digital PTO speed indicator*<br>*Requires Code 6040 - MFWD.* | In Base Price |
| | | **MID SELECTIVE CONTROL VALVES** | |
| 3420 | | Dual Mid Valves with Joystick Control<br>*Recommended for applications WITH front loaders.*<br>*Requires Code 6040 - MFWD.* | 1,123.00 |
| | | **REAR WHEELS WITH TIRES (TWO)** | |
| 5113 | | 21.5L-16.1 In. 6PR R3 Bias<br>*Code 6040 requires Code 6171.* | -90.00 |
| 5184 | | 16.9-24 In. 6PR R4 Bias<br>*Code 6040 requires Code 6133.* | -284.00 |
| 5185 | | 16.9-28 In. 6PR R1 Bias<br>*Code 6040 requires Code 6101.* | In Base Price |
| | | **FRONT AXLE** | |
| 6040 | | MFWD (4 Wheel Drive)<br>*Mechanical Engagement*<br>*Engagement Indicator Light on PowrReverser Transmission.*<br>*Requires Code 3420.* | In Base Price |
| | | **FRONT WHEELS WITH TIRES (TWO)** | |
| | | **FOR OPTION CODE 6040 (MFWD):** | |
| 6101 | | 9.5-24 In. 6PR R1 Bias | In Base Price |
| 6133 | | 12.5/80-18 In. 6PR I3(R4 Type) Bias | 88.00 |

## (MY2015) 5065E Utility Tractor (49-53 PTO hp)
Continued

| CODE | ATTACHMENT IDENTIFIER | DESCRIPTION | SUGGESTED LIST PRICE USD ($) |
|---|---|---|---|
| | | **ATTACHMENTS FOR FIELD CONVERSION ...Continued...** | |
| | BLV10431 | Second Rear SCV with Detented Float and Lever Control<br>*For 12x12 PR Open Station Tractors.* | 805.20 |
| | | **Lighting:** | |
| | LVB25547 | Auxiliary Rear Work Light Kit (1 Light)<br>*Open Station Only.* | 63.80 |
| | | **Miscellaneous:** | |
| | LVB25728 | Backup Alarm Kit<br>*Compatible with 5E 3-Cyl Cab tractors and PR Open Station Tractors.* | 161.70 |
| | LVB25727 | PowrReverser Modulation Control Kit | 147.40 |
| | LVB25926 | Single Horn Kit<br>*OOS tractors only* | 51.70 |
| | LVB26096 | Single Horn Kit<br>*CAB tractors only* | 51.70 |
| | | **Operator Environment:** | |
| | SJ10170 | Antenna<br>*Cab only* | See Parts |
| | AH104259 | Ash Tray<br>*Cab only.* | See Parts |
| | LVB25785 | Canopy - Deluxe<br>*Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately.Open Station Tractors Only.* | 961.40 |
| | LVB25334 | Canopy - Standard<br>*Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately. Open Station Tractors Only.* | 583.00 |
| | LVB25332 | Canopy Mounting Bracket and Hardware Kit<br>*Requires LVB25334 or LVB25785 Canopy Kit ordered separately. Open Station Tractors Only.* | 105.60 |
| | AR60937 | Cigarette Lighter<br>*Cab only.* | See Parts |
| | RE244177 | Kit, Rear View Mirror Mounting Kit<br>*Cab only. Requires AL80127 and/or AL80126Kit contains support plates and hardware for one rear view mirror.* | See Parts |
| | AL80126 | Mirror, Telescopic, LH, Manually Adjustable<br>*Cab only.* | 171.60 |
| | AL80127 | Mirror, Telescopic, RH, Manually Adjustable<br>*Cab only.* | 171.60 |
| | BLV10350 | Right Hand Door<br>*Cab Only* | 291.50 |

## 5065E Open Operator Station Utility Tractor (49-53 PTO hp)

Continued

| CODE | ATTACHMENT IDENTIFIER | DESCRIPTION | SUGGESTED LIST PRICE USD ($) |
|---|---|---|---|
| | | **ATTACHMENTS FOR FIELD CONVERSION ...Continued...** | |
| | LVB25332 | Canopy Mounting Bracket and Hardware Kit<br>*Requires LVB25334 or LVB25785 Canopy Kit ordered separately.* | 105.60 |
| | | **Weights:** | |
| | LVB25889 | Weight, Front Support - 100 Lb.<br>*Kit includes front weight support and mounting hardware.* | 220.00 |
| | R213907 | Weight, Rear Wheel - 95 Lb.<br>*Not compatible on wheels sized 24" or smaller. Maximum of 2 per wheel.* | 222.20 |

# MX7 Lift-Type Rotary Cutter - 540 RPM PTO

Equipment for Base Machine

Smooth, Easy Clean, Top Deck
Deck Thickness:
  Upper Deck - 9/64" (3.5 mm)
  Lower Deck - 9/64" (3.5 mm)
  Total - 9/32" (7.0mm)
One Gearcase, Power Rating:
  75 HP (56 kW) Continuous
  100 HP (74.5 kW) Peak
2 In. Brush Cutting Capacity
Slip Clutch Protection
Unibody Frame:
  8.5 In. (216mm) Body Depth
  1/4 In. (6.0mm) Skirt Thickness
Cutting Width: 84 In. (2.13m)
Transport Width: 88 In. (2.24m)
Cutting Height: 1 to 9.5 In. (25 - 241mm)
Blade Tip Speed: 16182 ft/min (82.2 m/s)
Hitch:
  Integral Hitch (Cat. II and IIIN 3-Point Hitch with or without Quick Coupler)
Weld on Full Length Wear Shoes - Replaceable
Driveline:
  Standard Driveline (Cat. 4) - 540 RPM PTO
Round Pan Bladeholder (Stump Jumper)
Suction Blades (1/2 In. x 4 In.)
One Wheel Support (Swiveling,
  Height Adjustable)
One Puncture Proof Laminated Tire
Front Safety Shield - Chain
Rear Safety Shield - Chain
Minimum Recommended Tractor PTO HP:
  40 HP; 4 cyl. 5000 Series or equivalent

*Front and rear safety shields reduce the risk of thrown objects which could be hazardous. The base rotary cutter complies with the Industrial Mower Safety Standard SAE J232.*

| CODE | ATTACHMENT IDENTIFIER | DESCRIPTION | SUGGESTED LIST PRICE USD ($) |
|---|---|---|---|

Select One Code From Each Required Category

## BASE MACHINE

*EX-WORKS Laredo, Texas; Martinez,Georgia; Waterloo, Iowa; Frisco, Texas; Grimsby, Ontario*

| | | |
|---|---|---|
| 2154P | MX7 Lift-Type Rotary Cutter - 540 RPM PTO<br>*Order Code 9020 for Quick Coupler Compatibility.*<br>*Serial Number P00MX7C017500 and above.* | 4,326.00 |

## ATTACHMENTS - ORDER AS DESIRED

**Miscellaneous:**

| | | |
|---|---|---|
| 9020 | iMatch / Quik-Coupler Bushing Kit | 86.00 |
| 9099 | French Operator's Manual and Decal Kit | No Charge |
| 9100 | Spanish Operator's Manual and Decal Kit | No Charge |
| 9200 | Australia-New Zealeand homologation kit<br>*Mandatory for AU and New Zealand orders. Includes blade bushing, rubber guards and extra safety hardware.* | 75.00 |

**Wheels and Tires:**

| | | |
|---|---|---|
| 9010 | Dual Tailwheel Support, Hub and Wheel<br>*Includes the following components:*<br>*1 AW30473 -dual tail wheel support and hub*<br>*1 AW30715 -4X8 Bolt Wheel Hub- Puncture Proof Laminated Tire.* | 359.00 |

## ATTACHMENTS FOR FIELD CONVERSION

| UNIT # | | Model/ Year | Serial Number | | | Asset Number |
|---|---|---|---|---|---|---|
| #60 | Different Driver | 2002 Massy Ferguson 45HP Tractor | L04015 | | Parks | 38306 |
| #80 | Different Driver | 2006 John Deere 5325 Utility 3D Tractor | LV5325S230596 | | Sanitation | 46391 |
| | A | 2006 MX6 Rotary Cutter Shredder | W00MX6X024199 | | Sanitation | 46392 |
| #86 | Different Driver | 2007 Kubota MX5000SU Tractor | 15187 | | Sanitation | 047640 |
| | ATTACHMENT | 6ft. Chain Cutter | 53016 | | Sanitation | 047931 |
| #90 | Different Driver | 2007 Kubota M6040 F Tractor w/ | 10423 | | Sanitation | 47889 |
| | ATTACHMENT | 6ft cutter | 53014 | | | 47918 |
| #106 | Jose Espericueta | 5065 John DeereTractor | 1PY5065EJBB0042016109776 | | Sanitation | 55048 |
| | ATTACHMENT | MX7 cutter | 1P00MX7X021253 | | | 55091 |
| | **CANOPY** | | | | | 55056 |
| #107 | Gilberto Jaramillo | 5065 John Deere Tractor | 1PY5065EJBB00441716109779 | | Sanitation | 55049 |
| | ATTACHMENT | MX7 cutter | 1P00MX7XCBP021079 | | | 55195 |
| | **CANOPY** | | | | | 55057 |

**Texas Local Government Code - Section 263.151. Definitions**

§ 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other

than items routinely discarded as waste, that because of use, time,

accident, or any other cause is so worn, damaged, or obsolete that

it has no value for the purpose for which it was originally

intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely

discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable

needs; and

(D) possesses some usefulness for the purpose for

which it was intended.

# Texas Local Government Code 263.152 – Disposition

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By
Requested E
Date: 3/13/2

| Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage (yrs) | Residual Value 10% | Depreciable Value |
|---|---|---|---|---|---|---|---|---|---|
| 38306 | 2002 Massy Ferfuson Tractor | $12,623.99 | 7/23/2002 | 2002 | 2015 | 10 | 13 | $1,262.40 | $11,361.59 |
| 46391 | 2006 John Deere 5325 Tractor | $22,161.75 | 11/14/2006 | 2006 | 2015 | 10 | 9 | $2,216.18 | $19,945.58 |
| 46392 | 2006 MX6 Rotary Cutter Shredder | $1,792.50 | 11/14/2006 | 2006 | 2015 | 10 | 9 | $179.25 | $1,613.25 |
| 47640 | 2007 Kubota MX5000SU Tractor | $12,797.46 | 11/27/2007 | 2007 | 2015 | 10 | 8 | $1,279.75 | $11,517.71 |
| 47931 | 6ft Chain Cutter | $1,400.00 | 11/27/2207 | 2007 | 2015 | 10 | 8 | $140.00 | $1,260.00 |
| 47889 | 2007 Kubota M6040 Tractor | $16,792.00 | 1/22/2008 | 2008 | 2015 | 10 | 7 | $1,679.20 | $15,112.80 |
| 47918 | 6ft Chain Cutter | $1,295.00 | 1/22/2008 | 2008 | 2015 | 10 | 7 | $129.50 | $1,165.50 |
| 55048 | 5065 John Deere Tractor | $15,366.10 | 1/31/2012 | 2012 | 2015 | 10 | 3 | $1,536.61 | $13,829.49 |
| 55091 | MX7 Cutter | $2,900.06 | 1/31/2012 | 2012 | 2015 | 10 | 3 | $290.01 | $2,610.05 |
| 55056 | Canopy | $599.00 | 1/31/2012 | 2012 | 2015 | 10 | 3 | $59.90 | $539.10 |
| 55049 | 5065 John Deere Tractor | $15,366.10 | 1/31/2012 | 2012 | 2015 | 10 | 3 | $1,536.61 | $13,829.49 |
| 55195 | MX7 Cutter | $2,900.06 | 3/13/2012 | 2012 | 2015 | 10 | 3 | $290.01 | $2,610.05 |
| 55057 | Canopy | $599.00 | 1/31/2012 | 2012 | 2015 | 10 | 3 | $59.90 | $539.10 |
| | | **$106,593.02** | | | | | | **$10,659.30** | **$95,933.72** |

**Historical Cost - Residual Value = $95,933.72**

: Dagoberto Rios
3y: Hid. Co. Pct.2
015

| Yearly Depreciation | Current Depreciation | Current Value |
|---|---|---|
| $1,136.16 | $11,361.59 | $0.00 |
| $1,994.56 | $17,951.02 | $1,994.56 |
| $161.33 | $1,451.93 | $161.33 |
| $1,151.77 | $9,214.17 | $2,303.54 |
| $126.00 | $1,008.00 | $252.00 |
| $1,511.28 | $10,578.96 | $4,533.84 |
| $116.55 | $815.85 | $349.65 |
| $1,382.95 | $4,148.85 | $9,680.64 |
| $261.01 | $783.02 | $1,827.04 |
| $53.91 | $161.73 | $377.37 |
| $1,382.95 | $4,148.85 | $9,680.64 |
| $261.01 | $783.02 | $1,827.04 |
| $53.91 | $161.73 | $377.37 |
| | **$62,568.70** | **$33,365.02** |

**AI -48848** **Purchasing Department** **24. F. 4.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

## Information

**CAPTION**

Requesting acceptance and approval of Work Authorization No. 2 (with an estimated cost of $170,237.76) as submitted by L&G Engineering, Contract No. C-15-046-03-03, to provide a complete Right of Way Map and Parcel Descriptions for the the needed ROW along the proposed Pct 2 Regional Hike & Bike Trail Project.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1200-431-00-122-110-0-334

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

**BUDGETARY IMPACT:**

Funds pending approval of AI#48844.

## Attachments

Work Auth #2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/11/2015 06:09 PM |
| Budget & Management | Veronica Ortiz | 03/12/2015 11:43 AM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Erika Zamora | | Started On: 03/11/2015 09:36 AM |
| Final Approval Date: 03/13/2015 | | |

# EXHIBIT "E"
Work Authorization

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-15-046-03-03
## Work Authorization Form

# WORK AUTHORIZATION NO. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Engineer** to provide:
A complete Right of Way Map and Parcel Descriptions for the needed ROW along the proposed Regional Hike & Bike Trail Project.

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 **$170,237.76**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule.***

**PART 3. PAYMENT**
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

**PART 4. FUNDING**
This Work Authorization No.2 shall be funded through funding source:
Account No. _____
Requisition Number _____

**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**.

# EXHIBIT "E"
Work Authorization

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by **Hidalgo County Precinct No. 2,** Commissioner **Eduardo Cantu** as to content and detail of this **Work Authorization No. 2**.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT NO. 2**

**BY:**_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

**THE ENGINEER:**
**L&G ENGINEERING**

_____
**By: Jacinto Garza, P.E.**
**President**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia**
**County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

# 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 ROW Map of Way Map for the proposed Regional Hike & Bike Trail located within the Cities of Pharr, San Juan & McAllen and within the limits of South San Antonio Avenue to South 2nd Street in Hidalgo County hereinafter denoted as the **Project.**

**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 the 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 **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" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer.**

# EXHIBIT "B"
## SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

### PROJECT DESCRIPTION

The services designated herein as "Services provided by the SURVEYOR" shall include the performance of all surveying services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Hike & Bike Trail

LENGTH: 7.8 Miles

HIGHWAY: Pct. #2 Regional Hike & Bike Trail

LIMITS: San Antonio St. to 2nd St.

**EXISTING FACILITY**

**PROJECT CLASSIFICATION**

(Place an "X" in only one Project Classification)

- X Hike & Bike Trail
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- ___ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

**NOTE**

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

SURVEYOR shall mean R.O.W. Surveying Services, LLC.

# EXHIBIT "B"
## SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

### RIGHT-OF-WAY DATA
(Function Code 130)

| Services Provided By: SURVEYOR | ENGR | |
|---|---|---|
| | | **NOTE:** No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by Hidalgo County. |
| YES | NO | 1. Ownership Data in a .dgn file<br>a. The entire project limits as identified on the attached Preliminary Exhibit.<br>b. Compensable utility ownership that has property rights on ROW shall be researched and provided.<br>c. For each drainage outfall property<br>d. For each irrigation structure pipe. |
| YES | NO | 2. Parcel plats & Right-of-Way Map of Parent Tracts of Proposed Hike & Bike Trial<br>a. A ROW map, parcel plats and field notes shall be prepared and furnished.<br>b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).<br>c. ROW map must depict all improvements affecting ROW including visible utilities only in 2D. |
| YES | NO | 3. Utilities (Compensable)<br>a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate compensable utilities including Irrigation lines. |
| YES | NO | 4. Field Notes<br>a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map<br>b. Computation Sheets for Survey Closure and Area for Each Parcel.<br>c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps. |
| YES | NO | 5. Survey and Stake Right-of-Way for each Parent Tract(s) for the proposed Hike & Bike Trail. |
| YES | NO | 6. Records as Required by the County and State<br>a. Records used to establish ownership |
| YES | NO | 7. General Guidelines for Preparation of Right-of-Way Maps<br>*(Sample ROW Maps and Parcel Plats as provided by the Engineer)*<br>**GENERAL SPECIFICATIONS**<br>a. All data submitted by the surveyor will be legible, organized and well documented.<br>b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.<br>c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.<br>d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.<br>e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached |

R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

**SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING**
FC 130 – RIGHT-OF-WAY DATA
Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

**GENERAL**
a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the COUNTY is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the COUNTY a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

**PARCEL PLATS**
a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.
l. The right-of-way account number if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

# EXHIBIT "B"
## SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

**FIELD NOTE DESCRIPTIONS**

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

**SUBMITTALS**

a. ROW Map Submittal Requirements:
   (1) Pharr District ROW Map Checklist (signed and dated)
   (2) Two (2) paper sets of half-size ROW maps (11"x 17")
   (3) One (1) paper set of the full-size ROW maps (22"x 34")
   (4) Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
   (5) One (1) electronic copy of the ROW Map on a CD, and
   (6) One (1) copy of the DGN electronic file on a CD from the surveyor- Both the electronic copy of the ROW Map and the DGN file can be on one CD.

b. After Approval of the ROW Maps by the Engineer & County (REVISIONS) Submittal Requirements:
   (1) Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
   (2) One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision
   (3) Four (4) sets of any Revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
   (4) One (1) electronic copy of the Revised ROW Map sheets on a CD, and
   (5) One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the Revised ROW Map sheets and the DGN file can be on one CD.

## PHARR DISTRICT
## ROW MAP CHECKLIST

**Consultant:** _____
**Contract/WA#** _____
**Responsible Office** _____
**Hidalgo County Project Manager:** _____
**County:** _____
**Hike and Bike :** _____
**Limits:** _____

This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept a project without this checklist.

***MAP***

General

___ All documents have been proofread and are accurate.
___ Title commitments and/or title reports that include easements for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with begin and end sta.
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with County Project Authorization Number
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 22" X 34"
___ The text is legible when reduced to half-scale.
___ Title block completely filled out with Hidalgo County Project Authorization Number
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

**Existing information:**

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points

___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

**Proposed information:**

___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

**Improvements:**

___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.

___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

**Utilities:**

___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

## * *DO NOT SEAL MAP*

### *FIELD NOTES*

Heading
___ County
___ Highway
___ Parcel number
___ Hidalgo County Project Authorization No.

General Description or "preamble"

___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

**Parent tract data is shown:**

___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

# EXHIBIT "B"
## SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

***PARCEL SKETCH***
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

***TRAVERSE SHEET***

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

| | |
|---|---|
| Secondary rural | .0003 |
| Primary rural - secondary urban | .0002 |
| Urban or industrial | .00013 |

_____
**Signature of Responsible RPLS** **Date**

_____
**Printed Name**

**As the responsible project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)**

_____
**Signature of Project Manager** **Date**

_____
**Printed Name**

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

## SECTION 5 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

| Services Provided By: SURVEYOR | ENGINEER | |
|---|---|---|
| | | 1. Field Surveying |
| YES | NO | a. Primary Project Control - 3 to 5 miles spacing<br>Precision shall be 1 part in 20,000 or better, unless otherwise directed by the engineer.<br>(1) Establish horizontal control points<br>(2) Establish vertical control points<br><br>NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.<br><br>ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960<br><br>**The Engineer shall coordinate with the Surveyor to determine and agree for the H&V Control Points that this project will be tied into and made part of Horizontal and Vertical Control Book that will be submitted by the Surveyor to the Engineer.** |
| NO | NO | b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.<br>• No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.<br>• The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.<br>• The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)<br>• The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.<br>• Project control base lines |
| NO | NO | c. Photogrammetric ground control |
| NO | NO | (a) Establish horizontal control |
| NO | NO | (b) Establish vertical control points |
| NO | NO | (c) Place and maintain control point targets |
| | | d. Other Field Surveying |
| YES | NO | (1) **The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** |
| NO | NO | (2) **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall ide The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. |
| NO | NO | (3) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project. |
| NO | NO | (4) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. |
| NO | NO | (5) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D). |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

NO NO (6) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

NO NO (7) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

NO NO (8) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

NO NO (9) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

NO NO (10)Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

NO NO (11)Tie to existing underground and overhead utilities (location, elevation and direction)
Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

NO NO (12)Additional Field Surveying as shown below:
(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.

NO NO (B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

NO NO **Driveways and Turnouts**
(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line.
(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

NO NO (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (14) Soil core hole staking -

NO NO (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

NO NO (16) Profiles of existing drainage facilities

NO NO (17) Measurement of hydraulic opening under existing bridges

NO NO (18) Obtain elevations of manholes and valves of utilities

NO NO (19) Provide temporary signs, traffic control, flags, safety equipment, etc.

NO NO (20) Ties to existing bridges or culverts that may conflict with new construction.

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

| | | |
|---|---|---|
| N/A | N/A | (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations. |
| NO | N/A | (22) Inventory signs, mailboxes, and driveways |
| NO | N/A | (23) Survey controlled data sheets per TxDOT guidelines. |
| YES | N/A | (24) Recover and/or re-establish the existing center line of the existing Right-of-Way alon the proposed trail alignment. Have said existing centerline approved by the Engineer. Provide a digital computer dump of both. |
| YES | N/A | (25) Coordinate with the Engineer to set the existing centerline stationing. |
| Services Provided By: SURVEYOR | County | |

| | | |
|---|---|---|
| N/A | N/A | 2. Photogrammetric Products<br>a. Uncontrolled Photography<br>(1) Contact Prints<br>(2) Mosaics<br>(3) Digital ortho plots<br>b. Mapping<br>(1) Planimetric Maps<br>(2) Contour Maps<br>(3) Cross Sections<br>(4) Profiles<br>(5) Digital Terrain Models (DTM) |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

## ADDITIONAL RESPONSIBILITIES

**A. TRAFFIC CONTROL:**

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

**B. INVOICING:**

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

**C. EASEMENTS, LETTERS OF PERMISSION, ETC.**

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

**D. MEETINGS:**

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

**E. PROJECT MANAGER/SURVEYOR COMMUNICATION:**

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

**F. OFFICE LOCATION:**

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

**Exhibit "C"**
**Work Schedule**
**Regional Hike and Bike Trail - Work Authorization #10**

Approx. Work to Start 3/9/2015

| TASK AND DESCRIPTION | FIRM | 2015 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | MAR | APR | MAY | JUN | JULY | AUG | SEPT | OCT | NOV | DEC | JAN |
| **Phase I & II: ROW Mapping** | | | | | | | | | | | | |
| A. ROW Map | | | | | | | | | | | | |
| B. Parcel Plats | | | | | | | | | | | | |
| **Phase I & II: Field Surveying (Control Hz & Vt)** | | | | | | | | | | | | |
| A. Primary and Secondary Control | **ROWSS** | | | | | | | | | | | |
| B. Setting Benchmarks | **ROWSS** | | | | | | | | | | | |
| **Final Report and Deliverables** | | | | | | | | | | | | |
| A. Final Report and Deliverables | **ROWSS** | | | | | | | | | | | |

# EXHIBIT D - WA #2
# FEE PROPOSAL - SPECIAL SERVICES

## Regional Hike Bike Trail
## HIDALGO COUNTY PCT. #2

| | | MANHOURS | | | | |
|---|---|---|---|---|---|---|
| | | Senior Project Manager | Senior Engineer | Project Engineer | L&G TOTAL HOURS | Sub-Contract Amounts |
| | TASK | | | | | |
| | **Regional Hike & Bike Project** | | | | | |
| 1 | Coordination & Support to Surveyor for ROW Map Accuracy Based on Proposed Alignment | 18 | 26 | 52 | 96 | |
| 1a | Sub: ROWSS ~ ROW Mapping for 40 Parcels (FC130) | | | | | $154,651.00 |
| | | | | | | |
| | **Subtotal Hours** | **18** | **26** | **52** | **96** | |
| Contract Rate (Hourly Base Rate + Overhead (178.12%) + Fixed Fee (12.00%)) | | $ 218.04 | $ 180.66 | $ 133.94 | | |
| **Total Labor Costs** | | **$ 3,924.72** | **$ 4,697.16** | **$ 6,964.88** | **$ 15,586.76** | **$154,651.00** |

**Project Team Cost Proposals - Sub Consultants**

R.O.W. Surveying Services, LLC

**Cost Proposal**

$154,651.00 (See detailed break-down of fee page 2 and 3 of 3 attached)

**Grand Total $ 170,237.76**

Exhibit "D"

# R. O. W. SURVEYING SERVICES

March 4, 2015

Mr. Jacinto Garza, P.E.
L&G Engineering
Transportation Consultants
**Attn: Reza Badiozzamani, P.E.**
2100 W. Expressway 83
Mercedes, Texas 78570

Proposal: **Proposal FNC 130 and 150**
**Precinct 2 Regional Hike and Bike Trail**
**Work Authorization #10**
**Limits: Phase I-South San Antonio Ave., (San Juan) to Ridge Road (Pharr)**
**Phase II-Ridge Rd. (Pharr) to 2nd Street (McAllen)**

Dear Mr. Garza:

Thank you for your consideration for the Surveying Services from ROWSS for the above mentioned project. The attached is EXHIBIT B Services to be provided by Surveyor, EXHIBIT C Work Schedule, and EXHIBIT D Surveying Fee Schedule. The following is a summary of the proposal:

FC 130 ROW Mapping:

| | | | |
|---|---|---|---|
| Phase I-- | 20 Parcels | @ $2850/Parcel = | $57,000 |
| Phase II-- | 20 Parcels | @ $2850/Parcel = | $57,000 |
| | | | $114,000 |

FC 150 Horizontal/Vertical Control

| | | |
|---|---|---|
| Phase I-- | Horizontal/Vertical Control | = $18,876 |
| Phase II-- | Horizontal/Vertical Control | = $21,775 |
| | | $40,651 |

**Total Project = $154,651**

If you have any questions or need additional information, please contact me at 956-451-2670.

Sincerely,

Julio Cerda, P.E.

**R. O. W. SURVEYING SERVICES, LLC** **900 S. Stewart Rd. Suite 11 -- Mission, TX 78572**
**TBPLS Reg. # 10193886** **PH 956.451.2670 -- FX 956.583.7116**

**Exhibit "D"**
**BUDGET**
**LUMP SUM RATE BASIS OF PAYMENT**

| | A | B | C | D | E | F | G | H | I | J |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Project:** Hidalgo County Pct 2 Regional Hike and Bike Trail | | | | | **R.O.W. Surveying Services, LLC** | | | | |
| 2 | **County:** Hidalgo County, Texas | | | | | | | | | |
| 3 | **From:** Phase I–South San Antonio Ave. to Ridge Rd.; Phase II–Ridge Rd. to 2nd St. | | | | | | | | | |
| 4 | **Description of Work:** ROW Map and Horizontal/Vertical Control | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | TASK AND DESCRIPTION | Survey | | Survey | 4-man | 3-man | 2-man | Admin/ | Total | Cost |
| 7 | | PM | RPLS | Technician | Survey Crew | Survey Crew | Survey Crew | Clerical | Hours | |
| 8 | HOURLY RATE | $124.00 | $125.00 | $82.00 | $175.00 | $155.00 | $130.00 | $50.00 | | |
| 9 | **FC 130 (ROW MAP) Lump Sum per Parcel** | | | | | | | | | |
| 10 | A. Phase I – ROW Map, Parcel Description, Metes and Bounds Description, and Title Reports ( 20 Parcels @ $2850) | | | | | | | | | $ 57,000.00 |
| 11 | B. Phase I I– ROW Map, Parcel Description, Metes and Bounds Description, and Title Reports ( 20 Parcels @ $2850) | | | | | | | | | $ 57,000.00 |
| 12 | **FC 150 Field Surveying (Control Hz & Vt)** | | | | | | | | | |
| 13 | **Phase I** | | | | | | | | | |
| 14 | A. Primary Project Control | | | | | | | | | |
| 15 | a. Establish Primary Control | 3 | 8 | 5 | 0 | 73 | 0 | 2 | 91 | $ 13,197.00 |
| 16 | B. Secondary Project Control | | | | | | | 0 | | |
| 17 | a. Set additional secondary control points as needed | 0 | 4 | 4 | 0 | 10 | 0 | 0 | 18 | $ 2,378.00 |
| 18 | b. Horizontal values established with RTK or VRS | 0 | 4 | 4 | 0 | 3 | 0 | 0 | 11 | $ 1,293.00 |
| 19 | c. Vertical values established with digital level | 0 | 4 | 4 | 0 | 3 | 0 | 0 | 11 | $ 1,293.00 |
| 20 | C. Setting Benchmarks | | | | | | | | | |
| 21 | a. Setting Benchmarks | 0 | 2 | 0 | 0 | 3 | 0 | 0 | 5 | $ 715.00 |
| 22 | Subtotal Hours | 3 | 22 | 17 | 0 | 92 | 0 | 2 | 136 | |
| 23 | Subtotal Cost - Phase 1 | $372.00 | $2,750.00 | $1,394.00 | $0.00 | $14,260.00 | $0.00 | $100.00 | | $18,876.00 |
| 24 | **Phase II** | | | | | | | | | |
| 25 | A. Primary Project Control | | | | | | | | | |
| 26 | a. Establish Primary Control | 10 | 14 | 8 | 0 | 80 | 0 | 1 | 113 | $ 16,096.00 |
| 27 | B. Secondary Project Control | | | | | | | 0 | | |
| 28 | a. Set additional secondary control points as needed | 0 | 4 | 4 | 0 | 10 | 0 | 0 | 18 | $ 2,378.00 |
| 29 | b. Horizontal values established with RTK or VRS | 0 | 4 | 4 | 0 | 3 | 0 | 0 | 11 | $ 1,293.00 |
| 30 | c. Vertical values established with digital level | 0 | 4 | 4 | 0 | 3 | 0 | 0 | 11 | $ 1,293.00 |
| 31 | C. Setting Benchmarks | | | | | | | | | |
| 32 | a. Setting Benchmarks | 0 | 2 | 0 | 0 | 3 | 0 | 0 | 5 | $ 715.00 |
| 33 | Subtotal Hours | 10 | 28 | 20 | 0 | 99 | 0 | 1 | 158 | |
| 34 | Subtotal Cost - Phase 2 | $1,240.00 | $3,500.00 | $1,640.00 | $0.00 | $15,345.00 | $0.00 | $50.00 | | $21,775.00 |
| 35 | | | | | | | | | | |
| 59 | | | | | | | | | | |
| 60 | Phase I and Phase II Total Fee FC 130 | | | | | | | | | $114,000.00 |
| 61 | Total Fee FC 150 | $1,612.00 | $6,250.00 | $3,034.00 | $0.00 | $29,605.00 | $0.00 | $150.00 | 294 | $40,651.00 |
| 62 | | | | | | | | | | |
| 63 | **Grand Total FC 130 and FC 150** | | | | | | | | | $154,651.00 |

**AI -48842** **Purchasing Department** **24. G. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Ratification and approval declaring that AIA (form of agreement), Article 9.10.2 (2,3,5) in relation to maintenance of insurance by the general contractor until final payment became moot as County occupied and insured the building for the project "Hidalgo County Precinct No. 4 -Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX", contract # C-13-234A-10-22.

**BACKGROUND**

This will allow to continue final payment processing by County Auditor.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Budgetary impact.

## Attachments

Article 9.10.2 -AIA with NM Contracting -Renov to M Rd Bldg ins

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:23 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:17 PM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 04:55 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Moises Salazar | | Started On: 03/11/2015 09:08 AM |
| Final Approval Date: 03/13/2015 | | |

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

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User Notes: (1682601336)



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/14

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: | |
|---|---|---|
| Greer Insurance Agency | PHONE (A/C, No, Ext): (956)425-7776 | FAX (A/C, No): (956)425-7778 |
| 1271 N. Stuart Place Road | E-MAIL ADDRESS: lisa@greerins.com | |
| Harlingen, TX 78552 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Phone (956)425-7776 Fax (956)425-7778 | INSURER A: The Hartford | |
| INSURED | INSURER B: | |
| Mata-Garcia Architects, LLP | INSURER C: | |
| 1314 Ivy Ave. | INSURER D: | |
| McAllen,, TX 78501- 956 | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☐ OCCUR<br>☐ _____<br>☐ _____<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC | | | 46SBABI3650 | 04/22/2014 | 04/22/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000.00<br>$ 1,000,000.00<br>$ 10,000.00<br>$ 1,000,000.00<br>$ 2,000,000.00<br>$ 2,000,000.00<br>$ |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS<br>☑ HIRED AUTOS ☑ NON-OWNED AUTOS<br>☐ ☐ | | | 46SBABI3650 | 04/22/2014 | 04/22/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000.00<br>$<br>$<br>$<br>$ |
| A | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | 46SBABI3650 | 04/22/2014 | 04/22/2015 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 1,000,000.00<br>$ 1,000,000.00<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | | | 46WBCZU6921 | 04/22/2014 | 04/22/2015 | ☑ WC STATU-TORY LIMITS ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000.00<br>$ 1,000,000.00<br>$ 1,000,000.00 |
| | | | | | | | | |

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

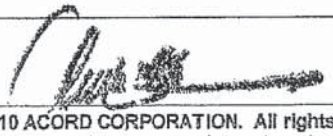
CERTIFICATE HOLDER

Hidalgo County Precinct 4
Linn/San Manuel Emergency Services Facility
Highway 281/I-69 and SH186
San Manuel, TX

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): 12/23/2014

PRODUCER (201)262-1200 FAX: (201)262-7810
Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

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
Mata-Garcia Architects LLP
1314 West Ivy Avenue
McAllen TX 78501-4310

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Atlantic Specialty Insurance | 27154 |
| 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/YYYY) | POLICY EXPIRATION DATE (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 | | | | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | SCHEDULED AUTOS | | | | | |
| | | HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | NON-OWNED AUTOS | | | | | |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | **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 $ | | | | | $ |
| | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | WC STATU-TORY LIMITS OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | | OTHER Professional Liability | DPL-4000-14 | 12/21/2014 | 12/21/2015 | Per Claim Limit | $2,000,000* |
| | | | | | | Aggregate Limit | $4,000,000* |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*For Professional Liability Coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limits will be reduced by payments of indemnity and expenses. HIDALGO COUNTY PRECINCT 4 PROJECT ONLY. RETRO DATE: 9/26/2013.

## CERTIFICATE HOLDER

Hidalgo County Precinct 4
San Carlos Community Resource Center
Highway 107 & Sunflower Road
San Carlos, TX

## 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
Kevin Esler/JEAN


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# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2014

PRODUCER (201)262-1200 FAX: (201)262-7810
Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

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INSURED
Mata-Garcia Architects LLP
1314 West Ivy Avenue
McAllen TX 78501-4310

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Atlantic Specialty Insurance | 27154 |
| 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/YYYY) | POLICY EXPIRATION DATE (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 | | | | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | SCHEDULED AUTOS | | | | | |
| | | HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | NON-OWNED AUTOS | | | | | |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | **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 $ | | | | | $ |
| | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | WC STATU-TORY LIMITS OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | | OTHER Professional Liability | DPL-4000-14 | 12/21/2014 | 12/21/2015 | Per Claim Limit | $2,000,000* |
| | | | | | | Aggregate Limit | $4,000,000* |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*For Professional Liability Coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limits will be reduced by payments of indemnity and expenses. HIDALGO COUNTY PRECINCT 4 PROJECT ONLY. RETRO DATE: 9/26/2013.

## CERTIFICATE HOLDER

Hidalgo County Precinct 4
Linn/San Manuel Emergency
Services Facility
Highway 281/1-69 and SH 186
San Manuel, TX

## 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

Kevin Esler/JEAN


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# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AI -48717** **Purchasing Department** **24. G. 2.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

## Information

**CAPTION**

Requesting approval of a professional architectural "on call" services agreement with MATA-GARCIA ARCHITECTS, LLP for the purposes of Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services on a "per project basis" for County-owned Buildings/Structures located within Hidalgo County Precinct No. 4, through the forms of an AIA Agreement and as selected for negotiations through County's protocol under the "POOL" of Architects.

**BACKGROUND**

Prof Services Agreement # C-14-418-03-17-Mata Garcia Architects, LLP-(for projects loctaed within Pct 4)
Legals approval

---

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

**Budget impact/funding source to be identified on a per project basis thru the form of an AIA Agreement ...

---

## Attachments

email from legal-approved
Contract-C-14-418-03-17-Mata-Garcia Arch LLP-Pct 4 (on call)

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/11/2015 03:42 PM |
| Budget & Management | Veronica Ortiz | 03/11/2015 03:58 PM |

| | | |
|---|---|---|
| Manuel Chapa | Manuel Chapa | 03/13/2015 03:41 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Letty Saenz | | Started On: 03/02/2015 02:05 PM |
| Final Approval Date: 03/13/2015 | | |

**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

# RE: REVISED--Review & Approve - Contract# C-14-418-03-17-Mata Garcia Architects LLC-(on call) -Pct 4

**From :** Steve Crain <scrain@atlashall.com> Wed, Mar 04, 2015 03:45 PM

**Subject :** RE: REVISED--Review & Approve - Contract# C-14-418-03-17-Mata Garcia Architects LLC-(on call) -Pct 4 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:** Wednesday, March 04, 2015 3:33 PM
**To:** Stephen L. Crain
**Cc:** Marynel Trevino
**Subject:** Re: REVISED--Review & Approve - Contract# C-14-418-03-17-Mata Garcia Architects LLC-(on call) -Pct 4

Mr. Crain-

Please review and approve as to form, *revised* agreement (attached hereto) for Mata Garcia Architects, LLP.- On Call-Pct 4

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:** "Stephen L. Crain" <scrain@atlashall.com>
**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
**Sent:** Wednesday, March 4, 2015 3:10:03 PM

**Subject:** FW: Review & Approve - Contract# C-14-418-03-17-Mata Garcia Architects LLC-(on call) -Pct 4

Hi Letty:

See the attached pages 3 and 4 with Mr. Crain's changes.

Thank you,

Marynel

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Wednesday, March 04, 2015 2:27 PM
**To:** Steve Crain; Marynel Trevino
**Subject:** Re: Review & Approve - Contract# C-14-418-03-17-Mata Garcia Architects LLC-(on call) -Pct 4

Good afternoon, Mr. Crain-

Were you able to review the revised agreement (attached) section #8 (Insurance Requirements) to see if the revisions cover what we discussed.

Please advise.

Thanks you.

***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:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
**To:** "Steve Crain" <scrain@atlashall.com>, "Marynel Trevino" <mntrevino@atlashall.com>
**Sent:** Monday, March 2, 2015 3:38:43 PM
**Subject:** Re: Review & Approve - Contract# C-14-418-03-17-Mata Garcia Architects LLC-(on call) -Pct 4

Mr. Crain-

Please review and advise if the revisions to this agreement under #8 referencing the insurance requirements covers what we discussed.

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...😀

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**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
**Sent:** Monday, March 2, 2015 2:27:17 PM
**Subject:** RE: Review & Approve - Contract# C-14-418-03-17-Mata Garcia Architects LLC-(on call) -Pct 4

Where is the insurance certificate?

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**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Monday, March 02, 2015 1:56 PM
**To:** Steve Crain; Marynel Trevino
**Subject:** Review & Approve - Contract# C-14-418-03-17-Mata Garcia Architects LLC-(on call) -Pct 4

Good afternoon, Mr. Crain-

Please review and approve as to form the attached **Professional Services Agreement# C-14-418-03-17 - Mata & Garcia Architects, LLP** for the purposes of an ***"on call"* Architectural Services *(through the form of an AIA Agreement for every project as assigned under this standard agreement)*** for projects involving **Remodeling, Alterations, Repairs and/or Additions to existing Structures"** located within **Hidalgo County Precinct No. 4.**

***Note: will be placed on the next CC agenda 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...😀

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**image001.gif**
345 B

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**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**SERVICE CONTRACT**
**C-14-418-03-17**

**THIS CONTRACT** is made and entered into this **17th** day of **MARCH, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Mata & Garcia Architects, LLP** (the "Architect").

**WHEREAS**, Architect was selected from the County's pool of architects to provide **"on call"** architectural services for **Hidalgo County Precinct No. 4** for projects involving **Remodeling, Alterations, Repairs ,Additions** and/or **Building Review / Assessment Related Services** to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Services; and

**WHEREAS**, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Hidalgo County Precinct No. 4** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

**WHEREAS**, on a project by project basis, County shall determine when the services of Architect are required (the "Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order

to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall include, but not be limited to, the following: **(1)** fee structure for the project**; (2)** services included in the basic fee; **(3)** amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Architect's consultants); and **(4)** cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County) and AIA A 201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific project, then the County may seek the services of other architects.

4. Architect agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

5. This Contract shall be for a period of **one (1) year**, commencing, **March 17, 2015** and expiring, **March 16, 2016,** unless this Contract is terminated pursuant to the

provisions herein.

6. As a condition of this Contract, Architect shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services for a particular project.

7. All trucks or vehicles operated by the Archtiect to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Architect who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

8. Architect shall provide all required insurance all in force and shall require of all its sub-consultants to provide insurance in force as well and connected with providing services under this Contract with the County as additional insured with the coverage in the amounts described in the Specifications/Requirements, Exhibit “C” of the Request for Qualifications (“RFQ") and shall furnish to County certificates of such insurance coverage in the Architect’s Proposal and for every project as requested under this agreement in an Acord Form Certificate of Liability with required liability as follows:

- ***Professional Liability*** *insurance policy with limits of at least One Million Dollars* ***($1,000,000)*** *per occurrence and limited to claims made, including at least a five (5) year extended reporting period.*

- A Five Hundred Thousand Dollars ***($500,000.00) Comprehensive General Liability*** insurance policy providing additional coverage to all underlying liabilities of County.
- ***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)***.
- ***Uninsured/Underinsured*** motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- ***Workers Compensation*** insurance in amounts established by Texas law, unless the Architect is specifically exempted from the Texas Workers Compensation Act, *(Texas Labor Code Chapter 401, et. Seq).*

9. Architect shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Architect under this Contract. Said indemnity shall cover any negligent act or failure to act by the Architect, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that

County has no supervision of the performance of the Services provided by Architect, and that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

| | |
|---|---|
| If to County: | County of Hidalgo<br>Attn: County Judge<br>1615 South Closner, Suite J<br>Edinburg, Texas 78539 |
| If to Architect: | **Mata & Garcia Architects, LLP**<br>Attn: Fernando Mata, Partner/AIA<br>Hector R. Garcia, Partner<br>1314 Ivy Avenue<br>McAllen, Texas 78501 |

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract awarded to the Architect will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County subject to thirty (30) days written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators,

legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. 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.

18. **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.

**WITNESS** our hands in duplicate originals this _____day of _____, **2015.**

**COUNTY OF HIDALGO, TEXAS**

By: _____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**ARCHITECT**
**MATA & GARCIA ARCHITECTS, LLP**

By: _____

Printed Name: Fernando Mata
Title: Partner/AIA
Date: _____

***Approved by Commissioner's Court on _____. 2015***

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

# 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 Architectural Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2014-002-12-11-YSS**

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/yss

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 Architectural Services Pool"**
(Including all funding sources, programs, and entities)

**RFQ No: 2014-002-12-11-YSS**


| 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 B –Procurement Form –Areas of Specialization | 1 |
| 5. | Exhibit B, Evaluation Criteria | 3 |
| 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 Architectural Services Pool"

**RFQ NO: 2014-002-12-11-YSS**

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yvette Salinas, Buyer III
(956) 292-7000 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural 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 – 2014-002-12-11-YSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural 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 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 qualifications are 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 Architectural 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 | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**16. HIDALGO COUNTY APPROVED HOLIDAYS**

| 2013 YEAR | |
|---|---|
| New Year's Day | 12/31/13 and 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 | 12/24/14 and 12/25/14 |

**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 Architectural 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 ARCHITECTURAL SERVICES POOL

**RFQ No.: 2014-002-12-11-YSS**

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects 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 Architects 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 Architectural 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 and clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, 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 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:** 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 yvette.islas@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 beginning **February 9, 2014 and ending March 15, 2015**, or upon completion of project(s) unless project specific for more than this time period.

**DAVIS BACON ACT:** All selected and awarded firms are required to include to the Davis-Bacon Act when advertising and developing project specifications when applicable.

## *SECTION II -RFQ REQUIREMENTS*

**REQUEST FOR QUALIFICATIONS:** The required contents and limitations for the preparation of the RFQ are described in this section.

**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 architectural firm(s),that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

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 contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**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 AMERICAN INSTITUTE OF ARCHITECTS, licenses. The architectural firm(s) should include copies of their current Professional Liability Insurance.

**SCOPE OF SERVICES:** The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

**Additionally, this section should include, but not be restricted to the following information:**

A. Firm name, address, phone number and person 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 architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

# *SECTION III -SELECTION / EVALUATION*

**SELECTION/EVALUATION PROCESS:** The evaluation system consists of a 100-point system.

**1. Professional Qualifications of Team (25)**

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, 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

**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 technical 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 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

**3. Experience/Availability of Project Manager (20)**

The Project Manager must be a certified AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

**4. Understanding of Project (20)**

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)**

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 Architectural 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, or Elected Official, or User Department, in need of Professional 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. 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.

**ATTACHMENT "B"**
**PROCUREMENT FORM-AREAS OF SPECIALIZATION**
**HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL SERVICES POOL**
**RFQ NO: 2014-002-12-11-YSS**

| | |
|---|---|
| Name and Address of Firm: | _____<br>_____<br>_____ |
| Principals of Firm and Titles: | _____<br>_____<br>_____ |
| Architect's Registration No.: | _____ |

Area of Specialization:

| | | | |
|---|---|---|---|
| | Design and Construction of Multi-Level Parking Structures | | Design for New Construction |
| | Pre-Design Services | | Design for Alterations/Renovations |
| | Space Planning | | Interior Design |
| | Needs Assessment | | Programming |
| | ADA Compliance | | Forensic Studies |
| | Code Analysis | | Cost Estimating |
| | Master Planning | | |

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: _____

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. Professional Qualifications of Firm (25)**

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, 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..
Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

**2. Experience of Project Firm/Ability to Commit Resources (25)**

In addition to the Project Manager and the Professional Firm Member(s), the provider shall designate experienced technical 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 Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.
Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

**3. Experience/Availability of Project Manager (20)**

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of

discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.
Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

**4. Understanding of Project (20)**

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.

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)**

The RFQ should indicate through past experience of the proposed Firm 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.

# 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 | |
| ➢ Provide information on proposed professional Firm experience | 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 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| | | |
| **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 | |
| ➢ Identifying the project composition, project leadership, reporting responsibilities | 10 | |
| ➢ One technical staff member with five (5) years experience | 5 | |
| ➢ One technical staff member with ten (10) years experience | 5 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| | | |
| **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 | |
| ➢ Must be a Professional Architect 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** (20 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 | |
| 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** | | |

SAMPLE

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>AL AGGREGATE<br>ODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **OTHER** | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY YOUR PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of person who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# PROPOSER'S AFFIDAVIT
# Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**
**FOR "PROFESSIONAL ARCHITECTURAL 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___

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Proposer/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

**Company Name**: **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address :** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____**
**State Identification No._____ (Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No. _____**

**State of Incorporation: _____ Date:_____ Other: _____**

**Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:**

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

**Disadvantaged Business (At Least 51% Ownership)**

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

**Have you been certified as a HUB or an MBE/WBE source?:** Yes No

**Indicate Certification No.(s): _____ or are Certificate(s) attached?:** Yes No

**What type of product(s) is/are solicited by your company?: _____**

**Would you like to be provided with specifications for procurements of such products?:** Yes No

**To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____**

**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____**

## 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 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.

**Note.** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension 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.

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL ARCHITECTURAL SERVICES POOL**

**RFQ No.: 2014-002-12-11-YSS**

# RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

**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 (1) Original, Seven (7) Copies, and Two (2) CD's containing a complete copy of Response.

_____ _____

Signature Date

**AI -48713** **Purchasing Department** **24. H. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Yolanda Velasquez, PURCHASING DEPT.

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Acceptance of the scoring/evaluation grid for the purpose of Commissioners' Court to declare as "Qualified" both responses received for RFQ-2015-021-01-14-"Substance Abuse Treatment and Primary Care Services for Adolescents" from;

a) University of Texas Rio Grande Valley/University Texas Health Sciences Center San Antonio UTRGV/UTHSCSA-focus on Primary Care' and,
b) University of Texas Pan American - focus on Education

so as to proceed with the next phase of the procurement process.

**BACKGROUND**

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## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact for this phase but will be required at the point of approving finalized agreements for services.

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## Attachments

Acceptance-Participation Sheets
Scoring Grid
Memo-Mr Olivarez Sent on Recommendation of 2 Participants

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/11/2015 01:46 PM |

| | | |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/11/2015 01:50 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |

Form Started By: Yolanda Velasquez Started On: 03/02/2015 11:16 AM

Final Approval Date: 03/13/2015

# HIDALGO COUNTY PURCHASING DEPARTMENT
# ACCEPTANCE SHEET

**DEPARTMENT NAME**: HIDALGO COUNTY

**ACCEPTANCE DATE: JANUARY 14, 2015 –~~AS PER ADDENDUM 1 DATED— 01/07/2015 NEW ACCEPTANCE DATE: JANUARY 28, 2015~~ ACCEPTANCE DATE HAS CHANGED AS PER ADDENDUM 2 ( DATED: 01/26/15) TO FEBRUARY 11, 2015**

**ACCEPTANCE TIME:** 9:30 A.M.

**DESCRIPTION OF RFQ: HIDALGO COUNTY –"SUBSTANCE ABUSE TREATMENT & CARE SERVICES "**

**RFQ № 2015-021-01-14-YZV**

**BUYER:** Yolanda Velasquez

| RFP | NAME OF COMPANY | ACKNOWLEDGED | Add 1 | Add 2 |
|---|---|---|---|---|
| #1 | University of Texas Pan-American | √ | √ | √ |
| #2 | UTRGV SOM/UTHSCSA | √ | √ | √ |
| #3 | | | | |
| #4 | | | | |
| #5 | | | | |
| #6 | | | | |
| #7 | | | | |
| #8 | | | | |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING VENDOR'S LOG
# REQUIREMENTS/RFQ&P PACKETS

## IBF-RFB-RFP-RFQ-RFQ&P-RFI

**RFQ ACCEPTANCE DATE: January 14, 2015** **RFQ ACCEPTANCE TIME: 9:30 A.M.**

**DEPARTMENT/RFQ/P DESCRIPTION: "Substance Abuse Treatment & Primary Care Services for Adolescents".**

**RFQ NO: 2015-021-01-14--YZV**

| | NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME | RFQ REQUEST | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS |
|---|---|---|---|---|---|
| 01 | SCAN, INC<br>Isela Dabdoub/Luis E. Flores | BLM | Luis.flores@scan-inc.org<br>isaa@scan-inc.org | 01/05/15 | Tel: 956-724-5111 |
| 02 | Gonzalez Counseling<br>Amando Gonzalez | TR | Gonzalezcounseling@sbcglobal.net | 01/06/15 | |
| 03 | UTRGV Medical School<br>Dr. Francisco Fernandez | BLM | Francisco.fernandez@utrgv.edu | 01/07/15 | |
| 04 | Tropical Texas Behavior Health<br>Mr. Terry Crocker | BLM | tcrocker@tthb.org | 01/07/15 | |
| 05 | Behavioral Solutions of South Texas<br>Mr. Joe Jonzalez | BLM | jggonzalez@bhsst.org | 01/07/15 | |
| 06 | Dean College of Health Sciences & Human Services<br>Dr. John Ronnau | BLM | ronnaugp@utpa.edu | 01/07/15 | Edinburg, Texas<br>Tel: 956-665-2291<br>Fax: 956-665-5054 |
| 07 | | | | | |
| 08 | | | | | |
| 09 | | | | | |
| 10 | | | | | |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**

**HIDALGO COUNTY**
**RFQ No.: 2015-021-01-14-YZV**
**"Substance Abuse Treatment and Primary Care Services for Adolescents"**

# SCORING GRID

| EVALUATION CRITERIA | PARTICIPANTS | | | | | |
|---|---|---|---|---|---|---|
| | UTPA | | | UTRGV SOM /UTHSCSA | | |
| | GRADERS | | | GRADERS | | |
| | 1 | 2 | 3 | 1 | 2 | 3 |
| **PROPOSED SERVICES IN LIEU OF OPERATIONAL FACILITY AND AMENITIES:**<br>a) Participant to summarize clinical substance abuse and medical services to be performed.<br>b) In considering the statements of qualifications, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County. | 35 | 36 | 33 | 35 | 36 | 32 |
| **PROGRAM DESIGN:**<br>a) The manner in which the minimum requirements are met to the extent to which these requirements are exceeded.<br>b) Completion of all aspects and information asked for in this RFQ and the attachments hereto.<br>c) Participant's services and treatment activation plan and time frames and dates;<br>d) Participant's program performance measures, evaluation, and monitoring procedures.<br>e) The adequacy and extent of Participant's financial resources and insurance coverage. | 16 | 15 | 16 | 16 | 15 | 19 |
| **PARTICIPANT'S EXPERIENCE**<br>a) Participant's qualifications (i.e. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited patient contact.<br>b) Evidence of Participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.<br>c) Participant's experience in working with the target population being addressed in the proposal.<br>d) Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment. | 19 | 19 | 19 | 19 | 19 | 18 |
| **PARTICIPANT'S OPERATIONS PLAN AND BUDGET:**<br>a) Required to be submitted.<br>b) In compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.<br>c) Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County. | 11 | 11 | 12 | 11 | 11 | 12 |
| **Total Scores:** | **81** | **81** | **80** | **81** | **81** | **81** |
| Designated/Approved by CC as "Qualified" to proceed with negotiation phase of procurement process. | Yes:_____<br>No:_____ | | | Yes:_____<br>No:_____ | | |

**Hidalgo County Health and Human Services Department**

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

**Iván Meléndez, M.D., M.B.A.**
*Health Authority / Chief Physician*

**Eduardo Olivarez**
*Chief Administrative Officer*

# MEMORANDUM

DATE: February 13, 2015

TO: Yolanda Velasquez, Buyer III
Purchasing Department

FROM: Eduardo Olivarez, Chief Administrative Officer
Health & Human Services

RE: Evaluation/Recommendation
RFQ No: **2015-021-01-14-YZV**

As per your request, enclosed are the completed evaluation forms for the referenced RFQ and the entire contents of the RFQ packet received on February 12, 2015 by my office.

After thorough review and evaluation of the proposals, it is my recommendation to select both the University of Texas Pan American and the University of Texas Health Science Center San Antonio for this project, as together they will fulfill the requirements of the RFQ.

Thank you for all of your assistance with this important project and please do not hesitate to contact me should you have any questions.

**AI -48861** **Purchasing Department** **24. H. 2.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Acceptance and approval of the substitution of awarded vendor, Quest Diagnostics, Inc. Self Insured Umbrella Policy in lieu of the General Liability Insurance as compliant with Hidalgo County's-RFB Specification ,Exhibit C, for "Laboratory Services so as to get legal's approval of contract documents and proceed to execute same.

**BACKGROUND**

CC approval 1/20/15-Bid was awarded to sole bidder, Quest Diagnostics.

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1293-441-00-340-059-0-339

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

**BUDGETARY IMPACT:**

## Attachments

contract

Certificate of Insurance

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/12/2015 10:35 AM |
| Budget & Management | Veronica Ortiz | 03/12/2015 10:40 AM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Rocio Villarreal | | Started On: 03/11/2015 01:42 PM |
| Final Approval Date: 03/13/2015 | | |

**THE STATE OF TEXAS** §

§

**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-14-415-01-20**

THIS CONTRACT is made and entered into this 20th day of January, **2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Quest Diagnostics an Pennsylvania Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Laboratory Services"** for Hidalgo County Health and Human Services (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning January 30, 2015 and ending January 29, 2016 with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract specifically all required licenses and permits, including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against

written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**302 W. University Dr.**
**Edinburg, TX 78539**

If to Company: Quest Diagnostic, Inc.
Attn: Matthew J. Hamlin, FACHE, VP, Operations-Southwest
4770 Regent Blvd.
Irving, Texas 75063

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing

right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **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 thestate 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.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

**COUNTY OF HIDALGO**

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY'S NAME**
By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Steve L. Crain

# EXHIBIT "A"

# REQUEST FOR BIDS (RFB)

# PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

December 08, 2014

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
Request for Bids -***"LABORATORY SERVICES"***
**Bid No: 2014-415-12-24-MEG**

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

# CHECKLIST
## REQUEST FOR BID (RFB)
### "HIDALGO COUNTY HEALTH AND HUMAN SERVICES
### *"Laboratory Services"*
### BID NO.: 2014-415-12-24-MEG

1. **Request For Bid Letter, consists of 1 page.**
2. **Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications, consisting of 7 pages.**
4. **Exhibit "B" Bid Page, consisting of 6 pages.**
5. **Exhibit "C" Insurance Requirements, consisting, of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of 1 page,**
7. **Vendor/Bidder Application and W-9 form, consisting of 6 pages.**
8. **Certification Regarding Debarment, consists of 1 pages**
9. **Draft Service Contract, consisting of 8 pages.**

**The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.**

**Thank you.**

Martha L Salazar

**Martha L. Salazar, CPPB**
**Hidalgo County Purchasing Agent**

**December 08, 2014**
**Date**

| Bid No: 2014-415-12-24-MEG | Buyer II: Elena Gomez | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY
## HEALTH AND HUMAN SERVICES
## "LABORATORY SERVICES"

## BID OPENING DATE:
## December 24, 2014 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539
956 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID- 2014-415-12-24-MEG- HIDALGO COUNTY HEALTH AND HUMAN SERVICES"** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, December 24, 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 REQUEST FOR BIDS- 2014-415-12-24-MEG- HIDALGO COUNTY HEALTH AND HUMAN SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES"** 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 Health & Human Services
Attn: Edwardo Olivarez, Chief Administrative Officer
3105 E. Schunior
Edinburg, Texas 78539
956-383-6221

**17. SCHEDULE OF EVENTS**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **December 24, 2014** |
| Award of Contract | _____ 2014 |
| Commence Work or Deliver Products | _____, 2014 |

**18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

**19. ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing

the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**20. DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**21.** If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**22.** Bids, and all goods and services provided 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**29.** This document and any disputes arising hereunder shall be governed and construed according to the

laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**30.** The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY**
**HEALTH AND HUMAN SERVICES**
**"LABORATORY SERVICES"**
**BID NO.: 2014-415-12-24-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# *EXHIBIT "A"*

## SPECIFICATIONS/REQUIREMENTS

## HIDALGO COUNTY HEALTH AND HUMAN SERVICES
## "LABORATORY SERVICES"

## RFB NO. 2014-415-12-24-MEG

# EXHIBIT "A"
## SPECIFICATIONS/REQUIREMENTS
## Hidalgo County Health and Human Services
## "LABORATORY SERVICES"
## BID NO.: 2014-415-12-24-MEG

Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide ***"Laboratory Services"*** in a timely manner; ensure that such services meet the county standards; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

**SPECIFICAITONS/REQUIREMENTS,**

1) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

2) Specimens will be collected by Hidalgo County Staff.

3) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.

4) Electronic Lab results are required.

5) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

6) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

7) Lab must schedule and provide pick up services for all specimens from each facility listed below.

**TERMS AND CONDITIONS**

1. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.

2. 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.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

6. Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.

7. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

8. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County.

9. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

11. All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.

12. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).

13. 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.

14. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered. These requirements and/or specifications may be equal or better.

| LOCATIONS/CLINICS<br>HIDALGO COUNTY HEALTH & HUMAN SERVICES | | | |
|---|---|---|---|
| 1) | Edinburg Clinic<br>3105 E Schunior<br>Edinburg, TX 78539<br>Phone: (956) 318-2040<br>Supervisor: Lilia Velasco, R.N. | 2) | Mission Clinic<br>211 N. Schurebach Road<br>Mission, Texas 78572<br>Phone: (956)585-2461<br>Supervisor: Ana C. Lopez Garza, R.N. |
| 3) | Elsa Clinic<br>708 Edinburg St.<br>Elsa, Texas 78543<br>Phone: (956)262-1141<br>Supervisor: Elva Murphy, R.N. | 4) | Pharr Clinic<br>300 W. Hall Acres<br>Pharr, Tx<br>Phone: (956)787-1531<br>Supervisor: Laila De Leon, R.N. |
| 5) | Hidalgo Clinic<br>702 E. Texano<br>Hidalgo, Texas 78557<br>Phone: (956)843-7463<br>Supervisor: Norma Garza, R.N. | 6) | Weslaco Clinic<br>1901 N. Bridge<br>Weslaco, Texas 78596<br>Phone: (956)969-8332<br>Supervisor: Laura Reyes, R.N. |
| 7) | McAllen Clinic<br>300 E. Hackberry<br>McAllen, Texas 785001<br>Phone: (956)682-6155<br>Supervisor Victoria Garza, R.N. | 8) | Pulmonary Clinic (South Entrance)<br>1304 South 25th Ave<br>Edinburg, Texas 78542<br>Phone: (956)387-0118<br>Supervisor: Jeanne Salinas |

## *SERVICES REQUIRED:*

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

| Item # | DIAGNOSTIC PROCDURES |
|---|---|
| 1 | ABO and Rh |
| | • ABO Group |
| | • RH Type |
| 2 | Accult Blood, Feces |
| 3 | Acute Hepatitis Panel |
| | • Hep A IgM AB |
| | • Hep B Core IgM AB |
| | • Hep B surf AG w. Conf. |
| | • Hep C AB |
| | • If Hep B Surface Antigen is positive, then Reflex confirmation will be performed |
| 4 | AFB Smear and Culture w/ Susceptibilities |
| 5 | Affirm (Trich, G. Vaginalis, Candida) |
| 6 | Aerobic Bacterial Culture |
| | • Reflex Susc. 1 |
| | • Reflex Org. ID 1 |
| | • Reflex Org. ID 2 |
| | • Reflex Susc-2 |
| | • Reflex Org. ID 2 |
| | • Reflex Susc. 1 |
| 7 | Amylase |
| 8 | Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed |
| | • Reflex Antibody Identification |
| | • Reflex Titer |
| | • Reflex antigen Typing |
| 9 | Antinuclear Antibodies. Results |
| | • Reflex ANA Titer and Pattern |
| 10 | Aspergillosis Immunodiffussion |
| 11 | B12 and Folate |
| | • Vitamin B12 |
| | • Folate, Serum |
| 12 | Bacterial Vaginosis/Vaginitis (Trich, G. Vaginitis, & Candida) |
| 13 | Basic Metabolic Panel |
| 14 | BUN |
| | • Urea Nitrogen (BUN) |
| | • BUN Creatinine Ratio |
| 15 | Carbamazipine levels |
| 16 | CBC w Diff w/ Plt. |
| 17 | CBC w Diff w/o Plt. |
| 18 | CBC w/ diff and platelets. |
| 19 | CBC w/o Diff w Plt. |
| 20 | CBC w/o Diff w/o Plt. |
| 21 | CD4 Count |
| 22 | CEA. |
| 23 | Chem 24 |
| 24 | Chlamydia/GC DNA Probe w/confirmation on positives |
| 25 | Chlamydia/GC (out of vial) |
| | • Chlamydia/GC |
| 26 | Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives |
| 27 | Chlamydia/GC DNA Probe w/out confirmation. |
| 28 | Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives |
| 29 | Cholesterol Total |

| | |
|---|---|
| 30 | Ck,Total |
| 31 | Comp Metabolic Panel |
| 32 | Creatinine. |
| 33 | 24hr. Creatinine Clearance |
| 34 | Cult, Campylobacter |
| 35 | Culture, Aerob/Anaerobic |
| 36 | Cultures (wound and urine) |
| 37 | Culture (& Sensitivity)- Wound<br>• Reflex Susc-1<br>• Reflex Org. ID 1<br>• Reflex Org. ID 2<br>• Reflex Susc.-2<br>• Reflex Org. ID 2<br>• Reflex Susc 1 |
| 38 | Digoxin. |
| 39 | Dilantin levels |
| 40 | Draw Fee, Psc Spec |
| 41 | Drug screens (serum and urine) |
| 42 | Electrolyte Panel |
| 43 | Eosinophil Ct, (B) |
| 44 | Fecal Fat, Qual |
| 45 | Fecal Globin by Immuniochemistry (FOB) |
| 46 | Fecal Leukocyte Stn |
| 47 | Ferritin |
| 48 | FSH and LH.<br>• FSH (Folicie Stimulating Hormone)<br>• LH |
| 49 | Fungus Culture<br>• Culture, Fungus, Blood |
| 50 | Fungal CF Panel |
| 51 | Genital Culture, Routine |
| 52 | Giardia Ag Detection |
| 53 | Glucose Gestational Screen 50 Gram |
| 54 | Glucose, Plasma |
| 55 | Glucose Serum |
| 56 | Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams |
| 57 | Group B Strep Colonization Detection Cult/DNA Probe |
| 58 | H & H |
| 59 | HCG, Beta Subunit, Qual |
| 60 | HCG, Beta Subunit, qualitative |
| 61 | HCG, Beta Subunit, Quant |
| 62 | HCG, Beta Subunit, quantitative |
| 63 | Hdl-Cholesterol |
| 64 | Helicobacter pylori IgG.<br>• Hpylori Breath Test |
| 65 | Hematocrit |
| 66 | Hemoglobin A1C w/MBG |
| 67 | Hemoglobin<br>• Hemoglobin |
| 68 | Hep A Igm Ab |
| 69 | Hepatic Function Panel |
| 70 | Hepatitis B Surface Antibody |
| 71 | Hepatitis B Surface Antigen |
| 72 | Hepatitis B Surface Antigen with confirmation |
| 73 | Hepatitis C Antibody |
| 74 | Herpes Culture |
| 75 | Hgal e. |
| 76 | HIV-1 Antibodies |
| 77 | HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex) |
| 78 | HIV Western Blot, if HIV positive |

| | |
|---|---|
| 79 | HIV-2 Antibody EIA if Western Blot positive |
| 80 | HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive |
| 81 | H-pylori |
| 82 | H. Pylori (serum) |
| 83 | HPV Genotypes 16, 18 |
| 84 | HPV High Risk |
| 85 | Hsv 1/2 Herpeselect |
| 86 | HSV ½ |
| 87 | Iron and IBC |
| 88 | Iron, Total & Ibc |
| 89 | Lead |
| 90 | Lipid Panel |
| 91 | Lithium levels |
| 92 | Liver enzyme panel |
| 93 | Magnesium |
| 94 | Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA) |
| 95 | Maternal Serum Screen 5 (Penta) |
| 96 | Myoglobin |
| 97 | Myoglobin (U) |
| 98 | New Born Screening |
| 99 | Occult Blood |
| 100 | Ova & Parasites |
| 101 | Phenytoin |
| 102 | Platelet Count |
| 103 | Potassium |
| 104 | PreGen-Plus |
| 105 | Prenatal (OB) Panel Total of 11 tests which include Hepr. B, HIV, RPR, & Rubella |
| 106 | Prolactin |
| 107 | Prothrombin Time (PT) |
| 108 | PSA |
| 109 | PTT Activated |
| 110 | RBC Count |
| 111 | Renal Function Panel |
| 112 | Rheumatoid Arthritis Factor |
| 113 | RPR |
| 114 | RPR Titer |
| 115 | RPR with reflex to titer & confirmatory testing |
| 116 | RPR (Monitor) with Reflex to Titer (without confirmations)<br>• RPR (Diagnosis) with reflex to Titer and Confirmatory |
| 117 | RPR (DX) Reflex FTA-ABS |
| 118 | Rubella Antibodies, IgG. |
| 119 | Sed Rate, Westergren |
| 120 | Stat Assay 1 |
| 121 | Stat Assay 2 |
| 123 | Stool Culture<br>• Reflex Susc. 1<br>• Reflex Org.ID 1<br>• Reflex Org. ID 2<br>• Reflex Susc 2<br>• Reflex Org. ID 2<br>• Reflex Susc. 1 |
| 124 | Surpath (Liquid pap smear) |
| 125 | Surpath Pathology if pap smear abnormal |
| 126 | Surpath with CT/GC (out of the vial) |
| 127 | Thin Prep Pap Test<br>• Pathology Review if thin Prep is abnormal |
| 128 | T3 Uptake |
| 129 | T-4 (Thyroxine) |
| 130 | T-4 Free |
| 131 | Testosterone<br>• Additional Offering Testosterone, total Males |

| | |
|---|---|
| 132 | Throat, Beta-Hemolytic Strep Cult, Group A. |
| | • Reflex Susc. 1 |
| | • Reflex Org. ID 1 |
| | • Reflex Org. ID 2 |
| | • Reflex Susc 2 |
| | • Reflex Or. ID 2 |
| | • Reflex Susc 1 |
| 133 | Thyroid Cascade Profile |
| | • TSH |
| | • T4 Free |
| | • TPO (Thyroid Peroxidase antibodies |
| | • T3 |
| 134 | Thyroid panel |
| | • T-3 Uptake |
| | • T-4 Thyroxine |
| | • TSH |
| 135 | Thyroxine (T4) |
| 136 | Total Electrophoresis |
| 137 | Total Iron and TIBC |
| 138 | Tp Rand (U) W/Creat |
| 139 | Triglycerides |
| 140 | TSH, 3rd generation |
| 141 | TSH |
| 142 | TSH with Reflex to Free T4 |
| 143 | UA, Complete |
| 144 | UA. |
| 145 | Upper Respitory Culture, Routine |
| | • Culture, throat, will reflex to identification & susceptibilities if positive and when appropriate |
| | • Reflex Susc -1 |
| | • Reflex Org. ID 1 |
| | • Reflex Org. ID 2 |
| | • Reflex susc -2 |
| | • Org. ID 2 |
| | • Susc-1 |
| 146 | Uric Acid |
| 147 | Urinalysis (Microscopic on Positives) |
| | • Reflex UA Microscopic |
| 148 | Urine Culture, Routine. Urine Culture (& Sensitivity), Routine |
| | • Reflex Presumptive ID |
| | • Reflex Org. ID 1 |
| | • Reflex Susc. 1 |
| 149 | Urine, complete |
| 150 | Valporic acid levels |
| 151 | Valproic Acid |
| 152 | VDRL. |
| 153 | Vitamin B-12 |
| 154 | WBC Count |
| 155 | WBC Differential |

**ADDITIONAL INFORMATION:**

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez, Buyer II, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail elena.gomez@co.hidalgo.tx.us by no LATER THAN, **Monday December 15, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Wednesday December 17, 2014 by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

# *EXHIBIT "B"*

## BID PAGE

## HIDALGO COUNTY HEALTH AND HUMAN SERVICES
## "LABORATORY SERVICES"

## RFB NO. 2014-415-12-24-MEG

**EXHIBIT "B"**
Bid Page
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
***"LABORATORY SERVICES"***
**BID No. 2014-415-12-24-MEG**

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE OR ALTERALTIONS** submittals shall be considered a probable cause for disqualification.

**FOR INTERNAL USE ONLY**
(NIGP commodity codes)
948-55-50 Medical Services; Physical Exam
948-55-83-Tests, Clinical Laboratory, Non-Drug Screenings;
948-55-84-Tests, Clinical Laboratory, Drug Screenings

| Item # | DIAGNOSTIC PROCDURES | UNIT COST |
|---|---|---|
| 1 | ABO and Rh | $ |
| | • ABO Group | $ |
| | • RH Type | $ |
| 2 | Accult Blood, Feces | $ |
| 3 | Acute Hepatitis Panel | $ |
| | • Hep A IgM AB | $ |
| | • Hep B Core IgM AB | $ |
| | • Hep B surf AG w. Conf. | $ |
| | • Hep C AB | $ |
| | • If Hep B Surface Antigen is positive, then Reflex confirmation will be performed | $ |
| 4 | AFB Smear and Culture w/ Susceptibilities | $ |
| 5 | Affirm (Trich, G. Vaginalis, Candida) | $ |
| 6 | Aerobic Bacterial Culture | $ |
| | • Reflex Susc. 1 | $ |
| | • Reflex Org. ID 1 | $ |
| | • Reflex Org. ID 2 | $ |
| | • Reflex Susc-2 | $ |
| | • Reflex Org. ID 2 | $ |
| | • Reflex Susc. 1 | $ |
| 7 | Amylase | $ |
| 8 | Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed | $ |
| | • Reflex Antibody Identification | $ |
| | • Reflex Titer | $ |
| | • Reflex antigen Typing | $ |
| 9 | Antinuclear Antibodies. Results<br>• Reflex ANA Titer and Pattern | $ |
| 10 | Aspergillosis Immunodiffussion | $ |
| 11 | $B_{12}$ and Folate | $ |
| | • Vitamin B12 | $ |
| | • Folate, Serum | $ |
| 12 | Bacterial Vaginosis/Vaginitis (Trich, G. Vaginitis, & Candida) | $ |
| 13 | Basic Metabolic Panel | $ |
| 14 | BUN | $ |
| | • Urea Nitrogen (BUN) | $ |
| | • BUN Creatinine Ratio | $ |
| 15 | Carbamazipine levels | $ |
| 16 | CBC w Diff w/ Plt. | $ |
| 17 | CBC w Diff w/o Plt. | $ |
| 18 | CBC w/ diff and platelets. | $ |

| | | |
|---|---|---|
| 19 | CBC w/o Diff w Plt. | $ |
| 20 | CBC w/o Diff w/o Plt. | $ |
| 21 | CD4 Count | $ |
| 22 | CEA. | $ |
| 23 | Chem 24 | $ |
| 24 | Chlamydia/GC DNA Probe w/confirmation on positives | $ |
| 25 | Chlamydia/GC (out of vial) | $ |
| | • Chlamydia/GC | $ |
| 26 | Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives | $ |
| 27 | Chlamydia/GC DNA Probe w/out confirmation. | $ |
| 28 | Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives | $ |
| 29 | Cholesterol Total | $ |
| 30 | Ck,Total | $ |
| 31 | Comp Metabolic Panel | $ |
| 32 | Creatinine. | $ |
| 33 | 24hr. Creatinine Clearance | $ |
| 34 | Cult, Campylobacter | $ |
| 35 | Culture, Aerob/Anaerobic | $ |
| 36 | Cultures (wound and urine) | $ |
| 37 | Culture (& Sensitivity)- Wound | $ |
| | • Reflex Susc-1 | $ |
| | • Reflex Org. ID 1 | $ |
| | • Reflex Org. ID 2 | $ |
| | • Reflex Susc.-2 | $ |
| | • Reflex Org. ID 2 | $ |
| | • Reflex Susc 1 | $ |
| 38 | Digoxin. | $ |
| 39 | Dilantin levels | $ |
| 40 | Draw Fee, Psc Spec | $ |
| 41 | Drug screens (serum and urine) | $ |
| 42 | Electrolyte Panel | $ |
| 43 | Eosinophil Ct, (B) | $ |
| 44 | Fecal Fat, Qual | $ |
| 45 | Fecal Globin by Immuniochemistry (FOB) | $ |
| 46 | Fecal Leukocyte Stn | $ |
| 47 | Ferritin | $ |
| 48 | FSH and LH. | $ |
| | • FSH (Folicie Stimulating Hormone) | $ |
| | • LH | $ |
| 49 | Fungus Culture | $ |
| | • Culture, Fungus, Blood | $ |
| 50 | Fungal CF Panel | $ |
| 51 | Genital Culture, Routine | $ |
| 52 | Giardia Ag Detection | $ |
| 53 | Glucose Gestational Screen 50 Gram | $ |
| 54 | Glucose, Plasma | $ |
| 55 | Glucose Serum | $ |
| 56 | Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams | $ |
| 57 | Group B Strep Colonization Detection Cult/DNA Probe | $ |
| 58 | H & H | $ |
| 59 | HCG, Beta Subunit, Qual | $ |
| 60 | HCG, Beta Subunit, qualitative | $ |

| | | |
|---|---|---|
| 61 | HCG, Beta Subunit, Quant | $ |
| 62 | HCG, Beta Subunit, quantitative | $ |
| 63 | Hdl-Cholesterol | $ |
| 64 | Helicobacter pylori lgG. | $ |
| | • Hpylori Breath Test | $ |
| 65 | Hematocrit | $ |
| 66 | Hemoglobin A1C w/MBG | $ |
| 67 | Hemoglobin | $ |
| | • Hemoglobin | $ |
| 68 | Hep A Igm Ab | $ |
| 69 | Hepatic Function Panel | $ |
| 70 | Hepatitis B Surface Antibody | $ |
| 71 | Hepatitis B Surface Antigen | $ |
| 72 | Hepatitis B Surface Antigen with confirmation | $ |
| 73 | Hepatitis C Antibody | $ |
| 74 | Herpes Culture | $ |
| 75 | Hgal c. | $ |
| 76 | HIV-1 Antibodies | $ |
| 77 | HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex) | $ |
| 78 | HIV Western Blot, if HIV positive | $ |
| 79 | HIV-2 Antibody EIA if Western Blot positive | $ |
| 80 | HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive | $ |
| 81 | H-pylori | $ |
| 82 | H. Pylori (serum) | $ |
| 83 | HPV Genotypes 16, 18 | $ |
| 84 | HPV High Risk | $ |
| 85 | Hsv 1/2 Herpeselect | $ |
| 86 | HSV ½ | $ |
| 87 | Iron and IBC | $ |
| 88 | Iron, Total & Ibc | $ |
| 89 | Lead | $ |
| 90 | Lipid Panel | $ |
| 91 | Lithium levels | $ |
| 92 | Liver enzyme panel | $ |
| 93 | Magnesium | $ |
| 94 | Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA) | $ |
| 95 | Maternal Serum Screen 5 (Penta) | $ |
| 96 | Myoglobin | $ |
| 97 | Myoglobin (U) | $ |
| 98 | New Born Screening | $ |
| 99 | Occult Blood | $ |
| 100 | Ova & Parasites | $ |
| 101 | Phenytoin | $ |
| 102 | Platelet Count | $ |
| 103 | Potassium | $ |
| 104 | PreGen-Plus | $ |
| 105 | Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella | $ |
| 106 | Prolactin | $ |
| 107 | Prothrombin Time (PT) | $ |
| 108 | PSA | $ |
| 109 | PTT Activated | $ |
| 110 | RBC Count | $ |
| 111 | Renal Function Panel | $ |
| 112 | Rheumatoid Arthritis Factor | $ |

| | | |
|---|---|---|
| 113 | RPR | $ |
| 114 | RPR Titer | $ |
| 115 | RPR with reflex to titer & confirmatory testing | $ |
| 116 | RPR (Monitor) with Reflex to Titer (without confirmations) | $ |
| | • RPR (Diagnosis) with reflex to Titer and Confirmatory | $ |
| 117 | RPR (DX) Reflex FTA-ABS | $ |
| 118 | Rubella Antibodies, IgG. | $ |
| 119 | Sed Rate, Westergren | $ |
| 120 | Stat Assay 1 | $ |
| 121 | Stat Assay 2 | $ |
| 123 | Stool Culture | $ |
| | • Reflex Susc. 1 | $ |
| | • Reflex Org.ID 1 | $ |
| | • Reflex Org. ID 2 | $ |
| | • Reflex Susc 2 | $ |
| | • Reflex Org. ID 2 | $ |
| | • Reflex Susc. 1 | $ |
| 124 | Surpath (Liquid pap smear) | $ |
| 125 | Surpath Pathology if pap smear abnormal | $ |
| 126 | Surpath with CT/GC (out of the vial) | $ |
| 127 | Thin Prep Pap Test | $ |
| | • Pathology Review if thin Prep is abnormal | $ |
| 128 | $T_3$ Uptake | $ |
| 129 | T-4 (Thyroxine) | $ |
| 130 | T-4 Free | $ |
| 131 | Testosterone<br>• Additional Offering Testosterone, total Males | $ |
| 132 | Throat, Beta-Hemolytic Strep Cult, Group A. | $ |
| | • Reflex Susc. 1 | $ |
| | • Reflex Org. ID 1 | $ |
| | • Reflex Org. ID 2 | $ |
| | • Reflex Susc 2 | $ |
| | • Reflex Or. ID 2 | $ |
| | • Reflex Susc 1 | $ |
| 133 | Thyroid Cascade Profile | $ |
| | • TSH | $ |
| | • T4 Free | $ |
| | • TPO (Thyroid Peroxidase antibodies | $ |
| | • T3 | $ |
| 134 | Thyroid panel | $ |
| | • T-3 Uptake | $ |
| | • T-4 Thyroxine | $ |
| | • TSH | $ |
| 135 | Thyroxine ($T_4$) | $ |
| 136 | Total Electrophoresis | $ |
| 137 | Total Iron and TIBC | $ |
| 138 | Tp Rand (U) W/Creat | $ |
| 139 | Triglycerides | $ |
| 140 | TSH, 3rd generation | $ |
| 141 | TSH | $ |
| 142 | TSH with Reflex to Free T4 | $ |

| | | |
|---|---|---|
| 143 | UA, Complete | $ |
| 144 | UA. | $ |
| 145 | Upper Respitory Culture, Routine | $ |
| | • Culture, throat, will reflex to identification & susceptibilities if positive and when appropriate | $ |
| | • Reflex Susc -1 | $ |
| | • Reflex Org. ID 1 | $ |
| | • Reflex Org. ID 2 | $ |
| | • Reflex susc -2 | $ |
| | • Org. ID 2 | $ |
| | • Susc-1 | $ |
| 146 | Uric Acid | $ |
| 147 | Urinalysis (Microscopic on Positives) | $ |
| | • Reflex UA Microscopic | $ |
| 148 | Urine Culture, Routine. Urine Culture (& Sensitivity), Routine | $ |
| | • Reflex Presumptive ID | $ |
| | • Reflex Org. ID 1 | $ |
| | • Reflex Susc. 1 | $ |
| 149 | Urine, complete | $ |
| 150 | Valporic acid levels | $ |
| 151 | Valproic Acid | $ |
| 152 | VDRL. | $ |
| 153 | Vitamin B-12 | $ |
| 154 | WBC Count | $ |
| 155 | WBC Differential | $ |

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

# *EXHIBIT "C"*

## INSURANCE REQUIREMENTS

## HIDALGO COUNTY HEALTH AND HUMAN SERVICES
## "LABORATORY SERVICES"

## RFB NO. 2014-415-12-24-MEG

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

**Revised 03/11/11**

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☒ OWNER'S & CONT. PROT<br>☒ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP GG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**(THIS FORM MUST ACCOMPANY BID PACKET)**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds (if applicable): _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

**(THIS FORM MUST ACCOMPANY BID PACKET)**

# *EXHIBIT "D"*

## CIQ FORM

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
**"LABORATORY SERVICES"**

**RFB NO. 2014-415-12-24-MEG**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# *VENDOR'S APPLICATION*
# *&*
# *W-9 FORM*

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
**"LABORATORY SERVICES"**

**RFB NO. 2014-415-12-24-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.:

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

**If yes, by whom?:** ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

**Indicate Certification No(s).:**_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *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*

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
**"LABORATORY SERVICES"**

**RFB NO. 2014-415-12-24-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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# *DRAFT SERVICES CONTRACT*

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
**"LABORATORY SERVICES"**

**RFB NO. 2014-415-12-24-MEG**

# EXHIBIT "B"

# BID PAGE

OPENED 9:30 12-24-14 Witness

**EXHIBIT "B"**
Bid Page
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
***"LABORATORY SERVICES"***
**BID No. 2014-415-12-24-MEG**

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE OR ALTERALTIONS** submittals shall be considered a probable cause for disqualification.

**FOR INTERNAL USE ONLY**
(NIGP commodity codes)
948-55-50 Medical Services; Physical Exam
948-55-83 Tests, Clinical Laboratory, Non-Drug Screenings;
948-55-84 Tests, Clinical Laboratory, Drug Screenings

| Item # | DIAGNOSTIC PROCEDURES | | UNIT COST |
|---|---|---|---|
| 1 | ABO and Rh | TEST CODE #7788 | $ 4.20 |
| | • ABO Group | " #785 | $ 2.10 |
| | • RH Type | " #792 | $ 2.10 |
| 2 | Accult Blood, Feces | NO SUCH TEST, SEE ITEM #99 | $ — |
| 3 | Acute Hepatitis Panel | #10306, ADDITIONAL CHARGES APPLY IF REFLEX TO CONFIRM. | $ 47.85 |
| | • Hep A IgM AB | TEST CODE #512 | $ 15.50 |
| | • Hep B Core IgM AB | " #4848 | $ 15.50 |
| | • Hep B surf AG w. Conf. | " #498 | $ 6.40 |
| | • Hep C AB | " #8472 | $ 10.45 |
| | • If Hep B Surface Antigen is positive, then Reflex confirmation will be performed | CONFIRM | $ 11.00 |
| 4 | AFB Smear and Culture w/ Susceptibilities | TEST #1138, SEE ATTACHMENT FOR INFO | $ 28.00 |
| 5 | Affirm (Trich, G. Vaginalis, Candida) | TEST #14577 | $ 50.00 |
| 6 | Aerobic Bacterial Culture | TEST #4550, REFLEXES CHARGED ADDITIONALLY | $ 15.00 |
| | • Reflex Susc. 1 | TEST # 1AIC | $ 6.73 |
| | • Reflex Org. ID 1 | TEST # 1AE | $ 12.50 |
| | • Reflex Org. ID 2 | TEST # 2AC | $ 22.90 |
| | • Reflex Susc-2 | TEST # 1AE2 | $ 24.50 |
| | • Reflex Org. ID 2 | TEST # 2AE | $ 22.90 |
| | • Reflex Susc. 1 | TEST # 1AE1 | $ 10.22 |
| 7 | Amylase | TEST # 243 | $ 4.80 |
| 8 | Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed | REFLEX charged EXTRA TEST #795 | $ 4.25 |
| | • Reflex Antibody Identification | price multiplied by # performed TEST # 5149 | $ 41.— |
| | • Reflex Titer | price multiplied by number performed TEST # 37424 | $ 20.50 |
| | • Reflex antigen Typing | price multiplied by number performed # 37429 | $ 15.25 |
| 9 | Antinuclear Antibodies. Results | TEST # 249 | $ 7.00 |
| | • Reflex ANA Titer and Pattern | REFLEX — | $ 20.50 |
| 10 | Aspergillosis Immunodiffussion | TEST # 20341 | $ 25.00 |
| 11 | $B_{12}$ and Folate | TEST # 7065 | $ 15.10 |
| | • Vitamin B12 | TEST # 927 | $ 7.10 |
| | • Folate, Serum | TEST # 466 | $ 8.00 |
| 12 | Bacterial Vaginosis/Vaginitis (Trich, G. Vaginitis, & Candida) | TEST # 14577 | $ 50.00 |
| 13 | Basic Metabolic Panel | TEST # 10165 | $ 2.43 |
| 14 | BUN | TEST # 294 | $ 1.77 |
| | • Urea Nitrogen (BUN) | TEST # 294 | $ 1.77 |
| | • BUN Creatinine Ratio | TEST # 296 | $ 1.82 |
| 15 | Carbamazipine levels | Carbamazepine, Total TEST # 329 | $ 12.00 |
| 16 | CBC w Diff w/ Plt. | TEST # 6399 | $ 2.80 |
| 17 | CBC w Diff w/o Plt. | N/A | $ N/A |
| 18 | CBC w/ diff and platelets. | TEST # 6399 | $ 2.80 |

*SEE Attachment

OPENED 9:30 12-24-14 Witnessed

**EXHIBIT "B"**
Bid Page
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
***"LABORATORY SERVICES"***
**BID No. 2014-415-12-24-MEG**

| | | | |
|---|---|---|---|
| 19 | CBC w/o Diff w Plt. CBC (H/H, RBC, WBC, PLT) | TEST #1759 | $ 2.75 |
| 20 | CBC w/o Diff w/o Plt. | N/A | $ N/A |
| *21 | CD4 Count - Lymph Subset Panel *SEE ATTACHMENT FOR DESC. | TEST #8360 | $ 30.00 |
| 22 | CEA. | TEST # 978 | $ 11.00 |
| *23 | Chem 24 BASIC METABOLIC PANEL *SEE ATTACHMENT | TEST #10165 | $ 2.43 |
| *24 | Chlamydia/GC DNA Probe w/confirmation on positives *SEE ATTACHMENT | TEST #11363 | $ 32.00 |
| | Chlamydia/GC (out of vial) CHLAMYDIA/GC AND PAP (THINPREP or SUREPATH) | | $ 56.06 |
| 25 | • Chlamydia/GC CHLAMYDIA/GC RNA, TMA | TEST 11363 | $ 32.00 |
| 26 | Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives CHLAMYDIA/GC RNA, TMA | | $ 32.- |
| 27 | Chlamydia/GC DNA Probe w/out confirmation. | N/A | $ N/A |
| 28 | Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives | TEST#11363 | $ 32.- |
| 29 | Cholesterol Total | TEST #334 | $ 1.87 |
| 30 | Ck, Total | TEST #374 | $ 4.60 |
| 31 | Comp Metabolic Panel | TEST #10231 | $ 3.03 |
| 32 | Creatinine. CREATININE, SERUM | TEST# 375 | $ 1.77 |
| 33 | 24hr. Creatinine Clearance | TEST #7943 | $ 11.00 |
| *34 | Cult, Campylobacter TEST #4475, IF IDENTIFICATION is performed, ADD'L CHARGES apply | | $ 10.- |
| *35 | Culture, Aerob/Anaerobic TEST #4446, IF IDENTIFICATION is performed, Add'l charges apply | | $ 16.- |
| *36 | Cultures (wound and urine) TEST 4550, IF IDENTIFICATION is performed, Add'l charges apply | | $ 15.- |
| [redacted] | Culture (& Sensitivity)- Wound TEST 4550, IF I.D. is performed, Add'l charges apply | | $ 15.- |
| | • Reflex Susc-1 | TEST# 1421 | $ 6.73 |
| | • Reflex Org. ID 1 | TEST# 1AE | $ 12.50 |
| *37 | • Reflex Org. ID 2 | TEST # ZAC | $ 22.90 |
| | • Reflex Susc.-2 | TEST # 1AE2 | $ 24.50 |
| | • Reflex Org. ID 2 | TEST # ZAE | $ 22.90 |
| | • Reflex Susc 1 | TEST # 1AE1 | $ 10.22 |
| 38 | Digoxin. | TEST #418 | $ 9.50 |
| 39 | Dilantin levels PHENYTOIN | TEST #713 | $ 9.85 |
| 40 | Draw Fee, Psc Spec | TEST #3259 | $ 3.50 |
| *41 | Drug screens (serum and urine) DRUG ABUSE PANEL (URINE) 10-SO PLUS ETHINOL | TEST#2180 | $ 32.- *SEE ATTACHMENT |
| 42 | Electrolyte Panel | TEST#34392 | $ 2.02 |
| 43 | Eosinophil Ct, (B) | TEST#425 | $ 5.00 |
| 44 | Fecal Fat, Qual | TEST#3967 | $ 7.00 |
| 45 | Fecal Globin by Immuniochemistry (FOB) | TEST#11290 | $ 14.25 |
| 46 | Fecal Leukocyte Stn | TEST # 3930 | $ 9.00 |
| 47 | Ferritin | TEST #457 | $ 6.40 |
| 48 | FSH and LH. | TEST # 7187 | $ 15.90 |
| | • FSH (Folicie Stimulating Hormone) | TEST #470 | $ 7.95 |
| | • LH | TEST # 615 | $ 7.95 |
| | Fungus Culture (SKIN/HAIR/NAILS) CULTURE, FUNGUS | TEST #39515 | $ 23.- |
| 49 | • Culture, Fungus, Blood | TEST #4606 | $ 12.- |
| *50 | Fungal CF Panel FUNGAL DISEASE PANEL *SEE ATTACHMENT | TEST#15965 | $ 132.- |
| 51 | Genital Culture, Routine | TEST #4558 | $ 10.- |
| 52 | Giardia Ag Detection GIARDIA ANTIGEN, EIA, STOOL | TEST#8625 | $ 18.- |
| 53 | Glucose Gestational Screen 50 Gram | TEST #8477 | $ 4.43 |
| 54 | Glucose, Plasma | TEST #484 | $ 4.43 |
| 55 | Glucose Serum | TEST #483 | $ 1.77 |
| 56 | Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams | TEST #6745 | $ 17.72 |
| *57 | Group B Strep Colonization Detection Cult/DNA Probe *SEE ATTACHMENT | TEST #5617 | # 7.60 |
| 58 | H & H HEMATOCRIT TEST#509 # 2.55 AND TEST # 510 # 2.55 Hemoglobin | | $ 5.10 |
| 59 | HCG, Beta Subunit, Qual | TEST# 8435 | $ 6.- |
| 60 | HCG, Beta Subunit, qualitative | TEST# 8435 | $ 8.- |

*SEE Attachment

*SEE Attachment

**EXHIBIT "B"**
**Bid Page**
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
***"LABORATORY SERVICES"***
**BID No. 2014-415-12-24-MEG**

OPENED 9:32 12-24-14 Witnessed

| | | | |
|---|---|---|---|
| 61 | HCG, Beta Subunit, Quant | TEST #8396 | $ 6.80 |
| 62 | HCG, Beta Subunit, quantitative | TEST # 8396 | $ 6.80 |
| 63 | Hdl-Cholesterol | TEST # 608 | $ 1.87 |
| 64 | Helicobacter pylori IgG. HPYLORI IgG, AB<br>• Hpylori Breath Test | TEST #29407<br>TEST # 14839 | $ 14.-<br>$ 50.- |
| 65 | Hematocrit | TEST # 509 | $ 2.55 |
| 66 | Hemoglobin A1C w/MBG HEMOGLOBIN A1C W/MPG | TEST #8181 | $ 5.- |
| 67 | Hemoglobin HEMOGLOBIN A1C<br>• Hemoglobin HEMOGLOBIN (B) | TEST #496<br>TEST #510 | $ 5.00<br>$ 2.55 |
| 68 | Hep A Igm Ab | TEST #512 | $ 15.50 |
| 69 | Hepatic Function Panel | TEST #10256 | $ 2.33 |
| 70 | Hepatitis B Surface Antibody | TEST #499 | $ 6.50 |
| 71 | Hepatitis B Surface Antigen, CONF. IS RUN IF POSITIVE @ADD'L CHARGE | TEST #498 | $ 6.40 |
| 72 | Hepatitis B Surface Antigen with confirmation #498 $6.40 AND | TEST #36204 | $ 11 $ 17.40 |
| 73 | Hepatitis C Antibody | TEST # 8472 | $ 10.45 |
| 74 | Herpes Culture *SEE ATTACHMENT | TEST # 2692 | $ 20.- |
| 75 | Hgal c. | N/A | $ N/A |
| 76 | HIV-1 Antibodies HIV-1/HIV-2 WEST BLOT | TEST #10110 | $ 68.00 |
| 77 | HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex) | TEST #19728 | $ 10.20 |
| 78 | HIV Western Blot, if HIV positive | TEST #5233 | $ 48.00 |
| 79 | HIV-2 Antibody EIA if Western Blot positive | TEST #37636 | $ 19.00 |
| 80 | HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive | N/A | $ N/A |
| 81 | H-pylori | TEST # 14839 | $ 50.- |
| 82 | H. Pylori (serum) | TEST #29407 | $ 14.- |
| 83 | HPV Genotypes 16, 18 | TEST #19865 | $ 60.- |
| 84 | HPV High Risk | TEST # 31532 | $ 30.- |
| 85 | Hsv 1/2 Herpeselect | TEST #6447 | $ 21.- |
| 86 | HSV ½ | TEST #6447 | $ 21.- |
| 87 | Iron and IBC | TEST #7573 | $ 5.08 |
| 88 | Iron, Total & Ibc | TEST # 7573 | $ 5.08 |
| 89 | Lead | TEST #599 | $ 9.60 |
| 90 | Lipid Panel | TEST # 7600 | $ 5.61 |
| 91 | Lithium levels | TEST # 613 | $ 6.40 |
| 92 | Liver enzyme panel HEPATIC FUNCTION PANEL | TEST #10256 | $ 2.33 |
| 93 | Magnesium | TEST #622 | $ 4.- |
| 94 | Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA) | TEST #30294 | $ 36.- |
| 95 | Maternal Serum Screen 5 (Penta) | TEST #15934 | $ 101.- |
| 96 | Myoglobin | TEST # 660 | $ 22.- |
| 97 | Myoglobin (U) | TEST # 661 | $ 21.- |
| 98 | New Born Screening | N/A | $ N/A |
| 99 | Occult Blood FECAL GLOBIN by IMMUNOCHEMISTRY | TEST #11290 | $ 16.25 |
| 100 | Ova & Parasites OVA & PARASITES, STOOL | TEST #681 | $ 12.- |
| 101 | Phenytoin | TEST #713 | $ 9.85 |
| 102 | Platelet Count | TEST # 723 | $ 2.55 |
| 103 | Potassium | TEST # 733 | $ 1.77 |
| 104 | PreGen-Plus *SEE ATTACHMENT COLOVANTAGE | TEST #16983 | $ 250.- |
| 105 | Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella * SEE ATTACHMENT | | $ 37.35 |
| 106 | Prolactin | TEST # 746 | $ 8.67 |
| 107 | Prothrombin Time (PT) PROTHROMBIN TIME W/INR | TEST #8847 | $ 4.70 |
| 108 | PSA | TEST #5343 | $ 8.60 |
| 109 | PTT Activated | TEST # 763 | $ 4.60 |
| 110 | RBC Count *SEE ATTACHMENT | TEST #1759 | $ 2.75 |
| 111 | Renal Function Panel | TEST # 1034 | $ 2.63 |
| 112 | Rheumatoid Arthritis Factor | TEST #4418 | $ 5.- |

SEE ATTACHMENT

* SEE ATTACHMENT

**EXHIBIT "B"**
**Bid Page**
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
***"LABORATORY SERVICES"***
**BID No. 2014-415-12-24-MEG**

OPENED 9:37 12-24-14 Witnessed

| | | | |
|---|---|---|---|
| * 113 | RPR * SEE ATTACHMENT | TEST #36126 | $ 4.40 |
| 114 | RPR Titer | TEST # 36203 | $ 3.80 |
| * 115 | RPR with reflex to titer & confirmatory testing (+) TITER #3.80 AND (+) CONF #11.; | TEST # 36126 (++) | $ 19.20 |
| * 116 | RPR (Monitor) with Reflex to Titer (without confirmations) (+) TITER #3.80 | # 7994 (+) | $ ~~4.40~~ 8.20 |
| | • RPR (Diagnosis) with reflex to Titer and Confirmatory (+) TITER #3.80 AND (+) CONF #11 - #36126 (++) | | $ 19.20 |
| * 117 | RPR (DX) Reflex FTA-ABS #36126 #4.40 AND #36203 #3.80 | | $ 8.20 |
| 118 | Rubella Antibodies, IgG. | TEST #23030 | $ 5.30 |
| 119 | Sed Rate, Westergren | TEST #809 | $ 7.10 |
| 120 | Stat Assay 1 | TEST #3820 | $ 11.- |
| 121 | Stat Assay 2 | TEST #3821 | $ 22.- |
| | Stool Culture SEE ATTACHMENT | TEST #10108 | $ 38.- |
| | • Reflex Susc. 1 | TEST # 1AC1 | $ 6.73 |
| * 123 | • Reflex Org.ID 1 | TEST # 1AE | $ 12.50 |
| | • Reflex Org. ID 2 | TEST # 2AC | $ 22.90 |
| | • Reflex Susc 2 | TEST # 1AE2 | $ 24.50 |
| | • Reflex Org. ID 2 | TEST # 2AE | $ 22.90 |
| | • Reflex Susc. 1 | TEST # 1AE1 | $ 10.22 |
| 124 | Surpath (Liquid pap smear) | TEST #14471 OR PMS1 | $ 24.20 |
| 125 | Surpath Pathology if pap smear abnormal | TEST # RLB1, OR PRL1, PRV1 | $ 10.- |
| 126 | Surpath with CT/GC (out of the vial) | # 11363 AND PMS1 OR #17257 | $ 56.20 |
| | Thin Prep Pap Test | # 14471 OR CYM1 | $ 24.06 |
| 127 | • Pathology Review if thin Prep is abnormal | TEST # RLB1 OR PRL1 OR PRV1 | $ 10.- |
| 128 | $T_3$ Uptake | TEST #861 | $ 1.- |
| 129 | T-4 (Thyroxine) | TEST # 867 | $ 4.- |
| 130 | T-4 Free | TEST # 866 | $ 4.70 |
| | Testosterone TEST OSTERONE TOTAL | TEST #15983 | $ 19.55 |
| 131 | • Additional Offering Testosterone, total Males | TEST # 873 | $ 19.50 |
| | Throat, Beta-Hemolytic Strep Cult, Group A. * SEE ATTACHMENT | TEST #14541 | $ 11.- |
| | • Reflex Susc. 1 | TEST # 1AC1 | $ 6.73 |
| * 132 | • Reflex Org. ID 1 | TEST # 1AE | $ 12.50 |
| | • Reflex Org. ID 2 | TEST # 2AC | $ 22.90 |
| | • Reflex Susc 2 | TEST # 1AE2 | $ 24.50 |
| | • Reflex Or. ID 2 | TEST # 2AE | $ 22.90 |
| | • Reflex Susc 1 | TEST # 1AE1 | $ 10.22 |
| | Thyroid Cascade Profile * SEE ATTACHMENT | TEST # 15102 | $ 37.98 |
| | • TSH | TEST # 899 | $ 5.28 |
| * 133 | • T4 Free | TEST # 866 | $ 4.70 |
| | • TPO (Thyroid Peroxidase antibodies | TEST # 5081 | $ 16.- |
| | • T3 | TEST # 34429 | $ 12.- |
| | Thyroid panel INCLUDES: T3 Uptake, T-4, TSH | TEST # 7444 | $ 10.28 |
| 134 | • T-3 Uptake | TEST # 861 | $ 1.- |
| | • T-4 Thyroxine | TEST # 867 | $ 4.- |
| | • TSH | TEST # 899 | $ 5.28 |
| 135 | Thyroxine ($T_4$) | TEST # 867 | $ 4.- |
| 136 | Total Electrophoresis | TEST # 747 | $ 11.30 |
| 137 | Total Iron and TIBC | TEST # 7573 | $ 5.08 |
| 138 | Tp Raud (U) W/Creat | TEST # 1715 | $ 14.- |
| 139 | Triglycerides | TEST # 896 | $ 1.87 |
| 140 | TSH, 3rd generation | TEST #19537 | $ 16.- |
| 141 | TSH | # 899 | $ 5.28 |
| * 142 | TSH with Reflex to Free T4 ^ TSH $5.28 + Reflex $4.70 TEST #36127 + #866 * SEE ATTACHMENT | | $ 5.28 |

**EXHIBIT "B"**
Bid Page
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
***"LABORATORY SERVICES"***
**BID No. 2014-415-12-24-MEG**

OPENED 9:37 12-24-14 Witnessed

| | | | |
|---|---|---|---|
| 143 | UA, Complete | TEST # 5463 | $ 5.65 |
| 144 | UA. UA MACROSCOPIC | TEST # 6448 | $ 2.60 |
| 145 | Upper Respitory Culture, Routine | TEST # 4482 [redacted] | $ 11.- |
| | • Culture, throat, will reflex to identification & susceptibilities if positive and when appropriate | | $ 9.25 - TEST # 39 |
| | • Reflex Susc -1 | # IAC1 | $ 6.73 |
| | • Reflex Org. ID 1 | # IAE | $ 12.50 |
| | • Reflex Org. ID 2 | # 2AC | $ 22.90 |
| | • Reflex susc -2 | # IAE2 | $ 24.50 |
| | • Org. ID 2 | # 2AE | $ 22.90 |
| | • Susc-1 | # IAE1 | $ 10.22 |
| 146 | Uric Acid | TEST # 905 | $ 2.25 |
| 147 | Urinalysis (Microscopic on Positives) | TEST # 7909 | $ 2.60 |
| | • Reflex UA Microscopic | TEST # 8563 | $ 3.05 |
| 148 | Urine Culture, Routine. Urine Culture (& Sensitivity), Routine | TEST # 345 | $ 8.20 |
| | • Reflex Presumptive ID | # URIP | $ 11.47 |
| | • Reflex Org. ID 1 | # IUR | $ 11.47 |
| | • Reflex Susc. 1 | # IUR1 | $ 12.25 |
| 149 | Urine, complete | TEST # 5463 | $ 5.65 |
| 150 | Valporic acid levels | TEST # 6651 | $ 17.- |
| 151 | Valproic Acid | TEST # 916 | $ 15.- |
| 152 | VDRL. | TEST # 30509 | $ 9.- |
| 153 | Vitamin B-12 | TEST # 927 | $ 7.10 |
| 154 | WBC Count | TEST # 937 | $ 2.55 |
| 155 | WBC Differential | TEST # 7064 | $ 2.60 |

* SEE ATTACHMENT

SEE ATTACHMENT

SEE ATTACHMENT

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

| | |
|---|---|
| BIDDER/COMPANY NAME: | Quest Diagnostics, Incorporated |
| ADDRESS: | 4770 Regent Blvd. |
| CITY/STATE/ZIP CODE: | Irving, TX 75063 |
| PHONE & FAX NO'S: | 972-916-3200/972-692-7843 |
| CELLULAR NO: | |
| E-MAIL ADDRESS: | Matthew.J.Hamlin@QuestDiagnostics.com |
| AUTHORIZED SIGNATURE: | |
| PRINTED NAME: | Matthew J. Hamlin, FACHE |
| TITLE | VP, Operations - Southwest |

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2014

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
Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036-2774
Attn: NewYork.Certs@marsh.com

37986-PROF-A, W-14-15

RECEIVED DEC 29 2014 By 10 1:20PM

INSURED
QUEST DIAGNOSTICS INCORPORATED
3 GIRALDA FARMS
MADISON, NJ 07940

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Travelers Prop. Casualty Co. Of America | 25674 |
| INSURER B : | The Travelers Indemnity Company | 25658 |
| INSURER C : | Illinois Union Insurance Co | 27960 |
| INSURER D : | The Charter Oak Fire Insurance Company | 25615 |
| INSURER E : | | |
| INSURER F : | | |

**COVERAGES** **CERTIFICATE NUMBER:** NYC-005373388-31 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | [ ] CLAIMS-MADE [ ] OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | TC2JCAP-266T3603-TIL-14 | 12/31/2014 | 12/31/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ 3,000,000 |
| | [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) | $ |
| | | | | | | | | $ |
| C | [ ] UMBRELLA LIAB [ ] OCCUR | | | XFL G21820611 007 | 12/31/2014 | 12/31/2015 | EACH OCCURRENCE | $ 10,000,000 |
| | [X] EXCESS LIAB [X] CLAIMS-MADE | | | Professional Liab. Claims Made | | | AGGREGATE | $ 10,000,000 |
| | [ ] DED [X] RETENTION $ 10,000,000 | | | Self-Insured Retention | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | TC2JUB-266T3523-14 (AOS) | 12/31/2014 | 12/31/2015 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| B | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] | N/A | | TRKUB-266T3535-14 (AZ, MA, WI) | 12/31/2014 | 12/31/2015 | E.L. EACH ACCIDENT | $ 2,000,000 |
| A | | | | TC2JUB-1003A044-14 (CA) | 12/31/2014 | 12/31/2015 | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| D | If yes, describe under DESCRIPTION OF OPERATIONS below | | | TC2OUB-1008A26A-14 (NV) | 12/31/2014 | 12/31/2015 | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |

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

RE: 1221 E TENTH STREET, SUITE 101-A, WESLACO, TX 78596; 1201 E. RIDGE ROAD, SUITE A, MCALLEN, TX 78503; 2723 W. TRENTON, EDINBURG, TX 78539; 302 LORENALY DRIVE, SUITE B, BROWNSVILLE, TX 78526.

**CERTIFICATE HOLDER**

HIDALGO COUNTY HEALTH DEPARTMENT
ATTN: MARTHA L. SALAZAR, CPPB
2612 SO. BUSINESS 281- NEW ADMIN BLDG
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 of Marsh USA Inc.

Maria Nicholson

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## Rocio Villarreal

**From:** Hinojosa, Olicia V [Olicia.V.Hinojosa@questdiagnostics.com]
**Sent:** Monday, November 21, 2011 4:46 PM
**To:** Rocio Villarreal; sandra.montalvo@co.hidalgo.tx.us
**Subject:** FW: Bid-2011-144A-10-26-Laboratory Services for Hidalgo County
**Attachments:** cert_insurance_request Hidalgo County Nov 16 2011.xls; Marsh Certificate Of Insurance.pdf

Sandra/Rocio,

Please confirm that this is what you were missing..

Thanks in advance,


**Olicia V. Hinojosa**
**Quest Diagnostics** | Account Manager | 1201 E. Ridge Rd., Ste. A | McAllen, TX 78503 USA | **e-fax** +1.210.579.6910 | **mobile** +1.956.236.3349 | Olicia.V.Hinojosa@QuestDiagnostics.com | QuestDiagnostics.com


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**From:** Smith, Sharon (Marsh) [mailto:Sharon.E.Smith@marsh.com]
**Sent:** Monday, November 21, 2011 3:15 PM
**To:** Hinojosa, Olicia V
**Subject:** RE: Bid-2011-144A-10-26-Laboratory Services for Hidalgo County

No problem

Please note that the General Liab. coverage is now being evidenced under section C of the attached cert.

In the past the coverage was referenced in the General Liab. section of the cert but we have been advised that we cannot evidence coverage unless there is a policy number. The GL coverage is included under the Excess/Umb. and is evidenced on the cert. I can assure you that it is included on this cert and that the cert. is correct.

Please don't hesitate to call if you have any other questions or problems. Thanks,


*Sharon Smith*
*Client Representative*
*Marsh & McLennan*
*1166 Ave. of the Americas, 39th Flr.*
*New York, NY 10036*
*Tel 212-345-3522 / Fax 212-948-8912*
*sharon.e.smith@marsh.com*


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**From:** Hinojosa, Olicia V [mailto:Olicia.V.Hinojosa@questdiagnostics.com]
**Sent:** Monday, November 21, 2011 4:00 PM
**To:** Smith, Sharon (Marsh)
**Subject:** FW: Bid-2011-144A-10-26-Laboratory Services for Hidalgo County

This is the one we are needing the general liability insurance certificate....

**AI -48732** **Purchasing Department** **24. I. 1.**

**CC - REGULAR**

Meeting Date: 03/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

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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 Mobile Lactation Consultant, DBA, Daly Enterprises, Inc. for the purchase, and access of database and software sold and distributed exclusively by Daly Enterprises Inc. and other related, present and future services to be used by Hidalgo County WIC Program and Other Applicable County Departments/Agencies (to include all funding sources) with said declaration to remain in effect while access authorization is in place or until revoked by HCCC;

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1292-441-00-350-001-5-532

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

BUDGETARY IMPACT:

Amount available for requisition# 264627 as of 3-13-15 $1,188.00 for Daly Enterprises.

---

Attachments

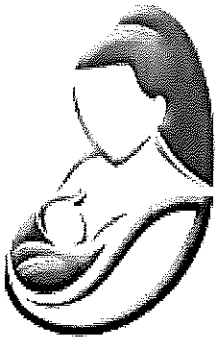
Sole Source Letter
Sole Source Backup
Requisition
Purchasing Memo (SS)

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/12/2015 03:21 PM |
| Budget & Management | Debbie Tamez | 03/12/2015 03:53 PM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 04:28 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Lisa Vela | | Started On: 03/04/2015 09:36 AM |

Final Approval Date: 03/13/2015



# MOBILE Lactation CONSULTANT

Daly Enterprises, Inc
1406 Summer Breeze Court
Keller, TX 76262
214-783-6303
817-753-2711 fax

November 5, 2014

To whom it may concern:

This letter has been written to confirm that the Mobile Lactation Consultant app is a sole source product. The database and software is manufactured, sold and distributed exclusively by Daly Enterprises, Inc.

**Daly Enterprises, Inc maintains all copyright privileges for their products and these products must be purchased directly from the company.** There are **no agents or dealers authorized to represent these products and no division of Daly Enterprises, Inc has any right of sub-license to make a similar or competing product.**

Mobile Lactation Consultant is designed to provide electronic records management, reporting and business and process management tools for Lactation Consultants. It operates as an app on the iPad and iPhone. All data is synchronized through the secure HIPPA compliant cloud-based storage and a client portal is also available for new clients to enter in their information.

Daly Enterprises, Inc **warrants that no other items or products are available for purchase that would serve the same purpose or function and there is only one price for the above-named product because of exclusive distribution and marketing rights.**

If you desire additional information, please contact me at the number above, or by e-mail, mobilelactationsupport@mobilelactationconsultant.com

Sincerely,

Michael Daly

**Michael Daly**
President-Daly Enterprises, Inc

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

# Requisition
# W.I.C. PROGRAM

Req # 00264627
PO #
Date: 10/01/14

**Bill To:** x
x

**Vendor :** 427519
DALY ENTERPRISES, INC.
1406 SUMMER BREEZE COURT
KELLER TX 76262

**Ship To:** W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

**Contact:** mgonzalez
956-381-4646

**Contract No:**

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | AS PER MR. ALVARADO OBJ. 532,10/1//14 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 12.00 | EACH | MOBILE LACTATION GRADE PLAN FOR 1 YR. 100 CLIEMTS PER MONTH | 99.00 | 1,188.00 |
| | | Account No | Encumbrance | |
| | | 4-1292-441-00-350-001-5-532 | 1,188.00 | |
| | | | Freight | .00 |
| | | | Total | 1,188.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

## "SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: March 17, 2015

Re: "Sole Source Declaration" – Daly Enterprises, Inc.

Hidalgo County WIC Program requires a Mobile Lactation Consultant Application to maintain and manage records, reporting and other business tools in the administration of the lactation program. WIC requires that the data be secure as well as meet HIPPA compliance cloud-based storage. It also needs a client portal for the convenience of the WIC clientele and participants.

Daly Enterprises, Inc. maintains all copyright privileges and may only be purchased from Daly. There are no third parties authorized to sell these products. The Hidalgo County WIC Program must purchase this Mobile Lactation Consultant Application software from Daly Enterprises, Inc.

Therefore, Hidalgo County declares Daly Enterprises, Inc. as the Sole Source for the acquisition of software for the administration of the Lactation Services provided by the WIC Program.

This authority to purchase products to maintain and administer the Hidalgo County WIC Program from Daly Enterprises, Inc. will remain in effect unless otherwise

**AI -48747** **Purchasing Department** **24. J. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting approval of an (On Call) "professional surveying services" agreement with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for: "Surveying Services" for "COUNTY OWNED PROPERTIES" located within HIDALGO COUNTY.

**BACKGROUND**

Contract # C-15-082-03-17-QHA
Legals approval

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1100-415-00-115-002-0-339

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

**BUDGETARY IMPACT:**

*Funds pending to be approved by CC on March 17, 2015 (AI-48843).

## Attachments

Contract-C-15-082-03-07-QHA-(on call) Co Ownd Props
legals approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/10/2015 05:39 PM |
| Budget & Management | Veronica Ortiz | 03/11/2015 10:07 AM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Letty Saenz | | Started On: 03/04/2015 05:25 PM |
| Final Approval Date: 03/13/2015 | | |

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**PROFESSIONAL SERVICES AGREEMENT**
**C-15-082-03-17**

**THIS AGREEMENT** is made effective the **17th** day of **March, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **Quintanilla, Headley & Associates, Inc.** ("Surveyor").

**W I T N E S S E T H:**

**WHEREAS,** the County requires professional surveying services for: **"County Owned Properties" (on an as needed basis)** located within **Hidalgo County,** and

**WHEREAS,** the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

**WHEREAS,** from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

**WHEREAS,** County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

**WHEREAS,** pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

**WHEREAS,** County has selected the Surveyor to provide Surveying services within **Hidalgo County**, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

**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 County "Surveying services" for and in connection to the: **"County Owned Properties" (on an as needed basis)** located within **Hidalgo County,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

***Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scope of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.***

**2. Term**. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **March 17, 2015,** expiring, **March 16, 2016** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County 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 County 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, County 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 a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County or at other agreed upon locations.

**6. Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being

performed. If any inspection or evaluation is made on the premises of the 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 County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work

authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor 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 Surveyor, the County 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 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 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 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 Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

**10. Independent Contractor.** Surveyor 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 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 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. 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 County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

**12. Insurance.** 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 County 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 County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**17. Entire Agreement**. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and 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 County 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: County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Surveyor: **Quintanilla Headley & Associates, Inc.**
Attention: Alfonso Quintanilla, P.E./R.P.L.S.
124 East Stubbs
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

**22. Execution of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**23. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

**24. Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

**25. Authority.** The execution and performance of this Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

**26. Commitment of Current Revenues**. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the 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).

**27. 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.

**WITNESS WHEREOF,** the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ___ day of _____, **2015**.

**SURVEYOR:**
**QUINTANILLA, HEADLEY & ASSOCIATES, INC.**

**BY**:_____
Alfonso Quintanilla, P.E./R.P.L.S.

**OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Hon. Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

***Approved by Commissioners' Court on _____, 2015.***

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, L.L.P.

By:_____

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A-1** | -Request for Qualifications (RFQ) Procurement Packet |
| **EXHIBIT A** | -Scope of Services to be provided by the Surveyor |
| **EXHIBIT B** | -Surveying Rate Schedule |
| **EXHIBIT C** | -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 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2014-007-12-11-MEG**

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/meg

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 Surveyors Services Pool"**
(Including all funding sources, programs, and entities)

**RFQ No: 2014-007-12-11-MEG**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 8 |
| 4. | Exhibit B, Evaluation Criteria | 2 |
| 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 |
| 9. | 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

# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## "Professional Surveyors Services Pool"

**RFQ NO: 2014-007-12-11-MEG**

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors 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– 2014-007-12-11-MEG-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Surveyors 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 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 qualifications 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 Surveyors 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 APPROVED HOLIDAYS-**

| **2014 YEAR** | |
|---|---|
| New Year's Eve & Day | 12/31/13 and 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 |

**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.~~

~~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, RFQ, 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 Surveyors Services Pool"**
**RFQ NO: 2014-007-12-11-MEG**

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 Qualifications 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 Real Estate Surveyors (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 Surveyors 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 **"Real Estate Surveyors 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:

## 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 2014-007-12-11-MEG, Project Title "Professional Surveying Services" , 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, Qualifications 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 (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 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's 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 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: **elena.gomez@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 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 surveying firm(s) that has had experience in, but not limited to, the following areas:

**SCOPE OF SURVEYING SERVICES:**

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey benchmark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

**Additional, this section should include, but not limited to the following information:**

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

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 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 required by State of Texas.

**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. 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 requested 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 Surveyor 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 Surveyor 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 RFQ.

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
## HIDALGO COUNTY
(Including all funding sources, programs and entities)
## PROFESSIONAL SURVEYING SERVICES
## RFQ NO: 2014-007-12-11-MEG

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- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

**GRAND TOTAL** 100 Points

# EXHIBIT "B"
## EVALUATION CRITERIA
## HIDALGO COUNTY
(Including all funding sources, programs and entities)
## PROFESSIONAL SURVEYING SERVICES
## RFQ NO: 2014-007-12-11-MEG

| 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
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | GEN'L AGGREGATE | $ |
| | | | | | PRODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

# 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

# o 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.

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# PROPOSER'S AFFIDAVIT
## Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**
**FOR "CONSTRUCTION MANAGEMENT SERVICES"**

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_____

# 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**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL SURVEYORS SERVICES POOL**

**RFQ No.: 2014-007-12-11-MEG**

# 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 “A”

Scope of Services to be provided by the Surveyor

# EXHIBIT “A”

# SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

# HIDALGO COUNTY

1. Boundary and Improvement survey

2. Prepare survey plat

3. Prepare metes and bounds descriptions

# EXHIBIT “B”

Surveying Rate Schedule

# EXHIBIT “B”

## SURVEYOR’S HOURLY RATES

## HIDALGO COUNTY

| | |
|---|---|
| 1. Registered Professional Engineer | $ 170.00 |
| 2. Registered Professional Land Surveyor | $ 160.00 |
| 3. Three Man Survey Crew | $ 150.00 |
| 4. Computer Technician | $ 85.00 |
| 5. Administrative | $ 60.00 |
| 6. Research | $ 50.00 |

# EXHIBIT “C”

Insurance Requirements

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2015

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
JUAN CAZARES, AGENT
1408 S CLOSNER
StateFarm EDINBURG TX 78539

CONTACT NAME: MONICA FERNANDEZ
PHONE (A/C, No, Ext): 956.381.0928 FAX (A/C, No): 956.318.1761
E-MAIL ADDRESS: monica.fernandez.reuu@statefarm.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
QUINTANILLA, HEADLEY & ASSOCIATES INC
124 E STUBBS ST
EDINBURG TX 78539

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR | Y | Y | 90-53-2329-1 L | 03/05/2015 | 03/12/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | Y | Y | 008 5405-B01-53E | 02/01/2015 | 08/01/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO<br>ALL OWNED AUTOS [X] SCHEDULED AUTOS<br>HIRED AUTOS NON-OWNED AUTOS | | | | | | BODILY INJURY (Per person) | $ 500,000 |
| | | | | | | | BODILY INJURY (Per accident) | $ 500,000 |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ 500,000 |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB [ ] OCCUR | Y | Y | 90-EJ-3010-1 F | 03/05/2015 | 03/12/2016 | EACH OCCURRENCE | $ |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 1,000,000 |
| | DED [ ] RETENTION $ | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N/A | | | | | PER STATUTE [ ] OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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)
2006 LINCOLN MARK, 2011 TOYOTA TACOMA, 2014 TOYOTA SEQUOIA, 2013 BMW X5, 2010 CHEVROLET K1500, 2010 MAZDA TRIBUTE, 2009 FORD F150, 2009 FORD F150, 2009 FORD F150

CERTIFICATE HOLDER
HIDALGO COUNTY PURCHASING DEPT.

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
Monica Fern

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2014

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**
MEDALLION INSURANCE SERVICES
PO Box 49547
Charlotte NC 28277

CONTACT NAME: Phyllis Constantino
PHONE (A/C, No, Ext): (704)256-6000
FAX (A/C, No): (704)256-6001
E-MAIL ADDRESS: phyllis@medallioninsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Liberty Insurance Underwriters | 19917 |
| INSURER B : Hartford Insurance Co | 37478 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Quintanilla, Headley & Associates Inc
124 E Stubbs St
Edinburg TX 78539

**COVERAGES** CERTIFICATE NUMBER: CL1491102299 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 $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 22WBCCR5365 | 10/11/2014 | 10/11/2015 | X WC STATU-TORY LIMITS OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Professional Liability | | | AEA102122-001 | 9/19/2014 | 9/19/2015 | Each Claim | $2,000,000 |
| | | | | | | | 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 Purchasing Dept
2802 U.S. 281 Business
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

Bryan Urichich/PHYLLI 


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**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

# RE: Review & Approve-Prof Svcs Agreement C-15-082-03-17-Quintanilla, Headley & Assoc Inc-Hid Co (Surveying Svcs for County Owned Properities)

**From :** Steve Crain <scrain@atlashall.com> Thu, Mar 05, 2015 04:10 PM

**Subject :** RE: Review & Approve-Prof Svcs Agreement C-15-082-03-17-Quintanilla, Headley & Assoc Inc-Hid Co (Surveying Svcs for County Owned Properities) 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:** Thursday, March 05, 2015 4:04 PM
**To:** Steve Crain; Marynel Trevino
**Subject:** Re: Review & Approve-Prof Svcs Agreement C-15-082-03-17-Quintanilla, Headley & Assoc Inc-Hid Co (Surveying Svcs for County Owned Properities)

Sorry, had attached the wrong agreement.

Please review attached agreement for Quintanilla, Headley & Assoc Inc..

Please advise.

Thanks you.

***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, March 5, 2015 12:04:15 PM
**Subject:** RE: Review & Approve-Prof Svcs Agreement C-15-082-03-17-Quintanilla, Headley & Assoc Inc-Hid Co (Surveying Svcs for County Owned Properties)

I did not see the insurance certificate.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Thursday, March 05, 2015 11:30 AM
**To:** Stephen L. Crain; Marynel Trevino
**Subject:** Re: Review & Approve-Prof Svcs Agreement C-15-082-03-17-Quintanilla, Headley & Assoc Inc-Hid Co (Surveying Svcs for County Owned Properties)

Good morning, Mr. Crain-

Please review and approve as to form agreement (attached hereto) with insurance reflecting ***"scheduled autos"*** for **Quintanilla, Headley & Associates, 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:** Wednesday, March 4, 2015 3:35:44 PM
**Subject:** RE: Review & Approve-Prof Svcs Agreement C-15-082-03-17-Quintanilla, Headley & Assoc Inc-Hid Co (Surveying Svcs for County Owned Properities)

Autos are not scheduled on the insurance certificate.

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Wednesday, March 04, 2015 3:22 PM
**To:** Steve Crain; Marynel Trevino
**Subject:** Review & Approve-Prof Svcs Agreement C-15-082-03-17-Quintanilla, Headley & Assoc Inc-Hid Co (Surveying Svcs for County Owned Properities)

Good afternoon, Mr. Crain-

Please review and approve as to agreement (attached hereto) with ***Quintanilla, Headley & Associates, Inc.*** for the purposes of (on call) ***"surveying services"*** for: ***County Owned Properties*** in ***Hidalgo County.***

****Note: will be placing on the next CC 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 -48749** **Purchasing Department** **24. J. 2.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted By:** Yvette Islas, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

A. Presentation of scoring grid (for the purposes of ranking by CC) the responses received graded and evaluated in connection with RFQ No. 2015-001-02-11-YSS Workers' Compensation Loss and Funding Projections Study, in order to proceed forward with the negotiation portion of the procurement process;

| FIRMS | EVALUATOR 1 | EVALUATOR 2 | EVALUATOR 3 | TOTALS | AVERAGE SCORES |
|---|---|---|---|---|---|
| AMI Risk Consultants Inc | 98 | 97 | 95 | 290 | 96.6 |
| Lewis & Ellis, Inc. | 95 | 93 | 83 | 271 | 90.3 |
| Madison Consulting Group, Inc. | 91 | 89 | 90 | 270 | 90 |
| Oliver Wyman Actuarial Consulting Inc. | 84 | 85 | 83 | 252 | 84 |
| Rudd & Wisdom | 79 | 78 | 78 | 235 | 78.3 |
| IBC Insurance Buyers Council | 78 | 77 | 66 | 221 | 73.6 |

B. Requesting authority for Purchasing Department to enter into negotiations commencing with the number one (1) ranked proposer/vendor _____for: Workers' Compensation Loss and Funding Projections Study.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

This will be impacted when negotiations are finalized.

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**Attachments**

contract w cmp a stud

legals contract ok

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/10/2015 05:42 PM |
| Budget & Management | Veronica Ortiz | 03/11/2015 10:08 AM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Yvette Islas | | Started On: 03/05/2015 10:44 AM |
| Final Approval Date: 03/13/2015 | | |

# PROFESSIONAL SERVICES AGREEMENT

## C-15-001-00-00

This Agreement is made and entered into the **day$^{th}$ day of Month, 2015** by and between HIDALGO COUNTY, herein referred to as the "County" and _____Vendor_____., herein referred to as "the Consultant".

WHEREAS, the County desires to acquire actuarial consulting services of the Consultant to perform actuarial studies of the County's Workers' Compensation Self-Insurance Fund; and

WHEREAS, the Consultant agrees to perform the services for the County under the terms and conditions set forth in this Agreement;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, IT IS HEREBY AGREED BETWEEN THE PARTIES:**

1. **Scope of Work.** The Consultant agrees to perform actuarial services for the County's Workers' Compensation Self-Insurance Fund as described in the County's Request for Proposal (RFP No. 15-001-02-11-YSS), attached hereto as Exhibit A and made a part hereof, and the Consultant's proposal, attached hereto as Exhibit B and made a part hereof.

2. **Compensation.** The County agrees to pay the Consultant for work performed and professional services rendered under this Agreement in an amount not to exceed Amount Hundred Dollars ($X,XXX.00) annually.

3. **Term.** This Agreement shall be for a period commencing on March 21, 2015 and terminating on December 31, 2016 with the County's option to renew for two (2) additional years at the same rates, terms and conditions unless earlier terminated or provided herein. The County reserves the right to continue this Agreement for an additional sixty (60) day Grace Period at the end of the contract.

4. **Severability.** If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid, or illegal provision shall not affect the remainder of this Agreement.

5. **Applicable Laws.** In performing the services provided in this Agreement, the Consultant shall comply with all applicable federal and state laws, rules, and regulations.

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6. **Jurisdiction.** The laws of the State of Texas shall apply to govern the construction of this Agreement and the Courts of the State of Texas shall have sole and exclusive jurisdiction over any action brought to enforce, modify, declare rights, or otherwise interpret this Agreement. This Agreement is performable in Hidalgo County, Texas.

7. **Sovereign Immunity.** Nothing herein shall be interpreted as a waiver, express or implied, of the sovereign immunity of the County.

8. **Waiver.** Failure of the County to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any other provision hereof.

9. **Covenant Against Contingent Fees.**

   A. The Consultant warrants that he has not employed any person or firm to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee.

   B. Breach of this warranty shall give the County the right to terminate this Agreement, or at its discretion, to deduct from the Consultant's fee the amount of such commission, percentage, brokerage or contingent fee.

10. **The Consultant Agrees to:**

   A. Allow access by the County or any of its authorized representatives, to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.

   B. Retain all required records for three years after final audit has been completed by the County and all other pending matters are closed.

11. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice shall be given at the address set forth below.

   A. County:

   HIDALGO COUNTY
   2812 S. Business Highway 281
   New Administration Building
   Edinburg, Texas 78539

   B. Consultant: Name, Title
   Company Name
   Address
   City, State, Zip

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Notice shall be deemed effective upon receipt if made by personal delivery, or by deposit in the United States mail.

12. **Breach of Contract.**

A. If the Consultant fails to execute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this Agreement or any extension thereof, or fails to complete said work within such time, or if the County for any other reason is not satisfied with results or progress of the said work, or if the Consultant violates or fails to properly comply with or perform in any material respect any condition or provision hereof, the County shall have the right, upon prior written notice to the Consultant, to terminate this Agreement (or any separable part thereof).

B. The County may additionally terminate this Agreement at any time if the Consultant fails to submit required reports and other documents as requested by the County within previously defined time schedules; or if the Consultant fails to verify invoices submitted to the County for payment.

C. Upon termination, the County may take over the work and complete it, by contract, or otherwise, and may take possession of and use any materials, information and records for completing the work. The County shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall be approved and accepted by the County there shall be such equitable adjustment of compensation, if any, as may be determined by the County. The Consultant shall be liable for any damages to the County resulting from the Consultant's failure to complete the work within the specified time, whether or not the Consultant's right to proceed with the work is terminated. The liability includes any increased costs incurred by the County in completing the work.

13. **Termination for Convenience.** Irrespective of any default hereunder, the County may also at any time upon thirty (30) days written notice terminate, with or without cause, the Consultant's services hereunder and cancel the Agreement in whole or in part, and in such event the Consultant shall be entitled to receive equitable compensation for all work completed and accepted by the County up to the date of such written notice of termination.

14. **Assignment of Contract.** The obligations and duties of the Consultant under this Agreement, any interest in this Agreement or any claims for money due or to become due under this Agreement, shall not be assigned or transferred, in whole or in part, without the prior written approval of the County but this shall not prohibit the assignment of the proceeds due hereunder to a bank or financial institution. Any such prohibited assignment or transfer made without the express written consent of the County shall be null and void.

15. **Ownership of Documents.** All work prepared under this Agreement, including all reports (finished and unfinished), shall become the property of the County upon

its acceptance of the work in writing or upon the termination of the Consultant's services hereunder, and the Consultant shall have no claim for additional compensation as a result of the County's exercise of its right of ownership and use of the documents.

16. **Status of the Consultant.** The **Consultant,** his agents and employees, are independent contractors performing professional services for the County and are not employees of the County. The Consultant, his agents and employees shall not be entitled to any of the benefits afforded to employees of the County as a result of this Agreement.

17. **Subcontracting.** The Consultant shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

18. **Confidentiality.** Any information given to or developed by the Consultant in performance of this Agreement shall be kept confidential and shall not be available to any individual or organization by the Consultant without the prior written approval of the County.

19. **Representations and Warranties.** The Consultant warrants and represents that he has the knowledge, experience, and ability to perform the services required pursuant to this Agreement, and all material representations given by the Consultant upon which the County relied in connection with entering into this Agreement are true.

20. **Insurance.** Consultant shall provide insurance in force on all its vehicles and all persons connected with providing services under this Agreement naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

21. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

AS OF THE DATE FIRST WRITTEN ABOVE.

| | |
|---|---|
| _____ | _____ |
| Ramon Garcia, County Judge<br>HIDALGO COUNTY<br>2812 S. Business Highway 281<br>New Administration Building<br>Edinburg, TX 78539 | Name, Title<br>Company Name<br>Address<br>City, State Zip |
| State of Texas )<br>)<br>County of Hidalgo ) | State of Texas )<br>)<br>County of NAME ) |
| Subscribed and Sworn to before me<br>This ____day of _____, 2015. | Subscribed and Sworn to before me<br>This _____day of _____, 2015. |
| My Commission Expires: | My Commission Expires: |
| _____ | _____ |
| _____<br>Notary Public | _____<br>Notary Public |

APPROVED AS TO FORM:
Atlas, Hall, & Rodríguez L.L.P.

By: _____
Steve L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

DRAFT

**Zimbra** **yvette.salinas@co.hidalgo.tx.us**

## RE: C-15-001-00-00

**From :** Steve Crain <scrain@atlashall.com> Mon, Feb 23, 2015 01:51 PM
**Subject :** RE: C-15-001-00-00 1 attachment
**To :** 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The revised draft contract is fine.

---

**From:** Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
**Sent:** Monday, February 23, 2015 1:37 PM
**To:** Stephen L. Crain
**Subject:** Re: C-15-001-00-00

Please see attached with revisions.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

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**From:** "Stephen L. Crain" <scrain@atlashall.com>
**To:** "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
**Sent:** Monday, February 23, 2015 11:22:35 AM
**Subject:** C-15-001-00-00

Good Morning Yvette:

Attached are pages 1,3 and 4. Make revisions if you have any questions, please call our office

Thank you,
Marynel

Stephen L. Crain
**ATLAS, HALL & RODRIGUEZ, LLP**
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502

Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

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Atlas Hall Rodriguez **image001.jpg**
5 KB

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**AI -48723** **Purchasing Department** **24. K. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Marcie Jackson, COMM. PCT. #1

**Department:** COMM. PCT. #1

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**Information**

**CAPTION**

A. Requesting approval of Work Authorization No. 1 for contract # C-CAP-14-397-10-28 (with Millennium Engineers Group, Inc.) with a proposed fee of $21,278.75 to provide construction materials testing services for Heidelberg Subdivision, a Pct No. 1 Border Colonia Round III project;
B. Requesting approval of Work Authorization No. 2 for contract # C-CAP-14-397-10-28 (with Millennium Engineers Group, Inc.) with a proposed fee of $3,408.75 to provide construction materials testing services for Lorenzana Subdivision, a Pct No. 1 Border Colonia Round III project.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 5 **ACCT. #:** 5-1312-431-00-121-314-0-339

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

**BUDGETARY IMPACT:**

Req#272809
Funds available, pending rollover of funds.

**FISCAL YEAR:** 5 **ACCT. #:** 5-1312-431-00-121-422-0-339

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

**BUDGETARY IMPACT:**

Req#272809
Funds available, pending rollover of funds.

---

**Attachments**

Work Authorization No.1 Heidelberg Subdivision
Work Authorization No.2 Lorenzana Subdivision

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Yvette Islas | Yvette Islas | 03/05/2015 04:24 PM |
| Purchasing Department | Marty Salazar | 03/10/2015 05:19 PM |
| Budget & Management | Veronica Ortiz | 03/11/2015 10:07 AM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Marcie Jackson | | Started On: 03/03/2015 02:28 PM |
| Final Approval Date: 03/13/2015 | | |

# HIDALGO COUNTY

## Professional Construction Material Testing Laboratory Services
## Agreement #C-CAP14-397-10-28

# WORK AUTHORIZATION NO. 1

**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 Engineers Group, Inc., professional Laboratory's of Edinburg Texas, hereinafter called "**Laboratory**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Laboratory** to provide

**Construction Materials Engineering & Testing Services for the Heidelberg Subdivision.**

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 Laboratory*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is $21,278.75. 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.1 shall be funded through funding source:
Account No. 5-1312-431-00-121-314-0-339
Requisition Number 272809

**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 scope 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. 1**

**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 _____ as indicated below and effective as of ____ day of _____, 2015.

**THE LABORATORY:**
**MILLENNIUM ENGINEERS GROUP, INC.**

_____
**By: Raul Palma, President**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia, County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

# 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

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

# EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

# Work Schedule
## Proposed Construction Materials Engineering & Testing Services
## Heidelberg Subdivision Improvements Project

### ☒ EXISTING PAVEMENT (PRIOR TO CONSTRUCTION)

**Task: Drilled Soil Borings at eight (8) locations of the roadway to a depth of 12" and laboratory testing including soil classification and engineering recommendations for the proposed improvements.**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Drilled Soil Boring (per foot) | 8 | 19.00 | 152.00 |
| Standard Penetration Test (each) | - | 12.00 | - |
| Mobilization and Demobiization (per trip) | 1 | 350.00 | 350.00 |
| Technician to log soil test boring (hourly) | 5 | 54.00 | 270.00 |
| Atterberg Limits (each) | 8 | 70.00 | 560.00 |
| Percent passing No. 200 Sieve (each) | 4 | 45.00 | 180.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 1 | 115.00 | 115.00 |
| Project Management (hourly) | 1 | 70.00 | 70.00 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 1,814.00 |
| Sub-Total (per task) | **1** | **1,814.00** | **1,814.00** |

**EXISTING PAVEMENT Section Total** **1,814.00**

### ☒SOILS SECTION

**Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 2 trips estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Soil Engineering Technician (hourly) | 4 | 45.00 | 180.00 |
| Determination of Optimum Lime Content, PI method (each) | 1 | 275.00 | 275.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.5 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 17.50 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 647.00 |
| Sub-Total (per task) | **2** | **647.00** | **1,294.00** |

**Task: Subgrade Sample at Roadway (Per Trip, 3 trips estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Soil Engineering Technician (hourly) | 2.5 | 45.00 | 112.50 |
| Standard Proctor (each) | 1 | 200.00 | 200.00 |
| Atterberg Limits (each) | 1 | 70.00 | 70.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.5 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 17.50 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 574.50 |
| Sub-Total (per task) | **3** | **574.50** | **1,723.50** |

**Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Soil Engineering Technician (hourly) | 2.5 | 45.00 | 112.50 |
| Standard Proctor (each) | 1 | 200.00 | 200.00 |
| Atterberg Limits (each) | 1 | 70.00 | 70.00 |
| Sieve Analysis (each) | 1 | 55.00 | 55.00 |
| Wet Ball Mill (each) | - | 210.00 | - |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.5 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 16.75 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 628.75 |
| Sub-Total (per task) | **2** | **628.75** | **1,257.50** |

**(*)Task: Subgrade density testing at Roadway (Per Trip, 12 trips estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Soil Engineering Technician (hourly) | 2.5 | 45.00 | 112.50 |
| Nuclear density test (each) | 3 | 22.00 | 66.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.5 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 16.75 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 370.50 |
| Sub-Total (per task)* | **12** | **370.50** | **4,446.00** |

**Task: Flexible Base density testing at Roadway (Per Trip, 12 trips estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Soil Engineering Technician (hourly) | 2.5 | 45.00 | 112.50 |
| Nuclear density test (each) | 3 | 22.00 | 66.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.50 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 17.50 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 370.50 |
| Sub-Total (per task) | **12** | **370.50** | **4,446.00** |

**SOILS Section Total** **13,167.00**

## ☒CONCRETE SECTION

**Task: Concrete testing at Curb (Per Trip, 3 trips estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Concrete Engineering Technician (hourly) | 5 | 50.00 | 250.00 |
| Slump Test (each) | 1 | 20.00 | 20.00 |
| Air Content, Pressure (each) | 1 | 25.00 | 25.00 |
| Concrete Compressive Strength Test | 4 | 16.00 | 64.00 |
| Vehicle trip charge (each) | 2 | 37.00 | 74.00 |
| Test Report (each) | 2 | 30.00 | 60.00 |
| Project Engineer (hourly) | 1.0 | 115.00 | 115.00 |
| Project Management (hourly) | 0.5 | 70.00 | 35.00 |
| Clerical (hourly) | 2 | 50.00 | 100.00 |
| Sub-Total (per trip) | 1 | - | 743.00 |
| Sub-Total (per task) | **3** | **743.00** | **2,229.00** |

**Concrete Section Total** **2,229.00**

## ☒HMAC PAVEMENT SECTION

**Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 3 trips estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Asphalt Engineering Technician (hourly) | 4 | 50.00 | 200.00 |
| Nuclear Density Test (each) | 3 | 22.00 | 66.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.5 | 115.00 | 52.50 |
| Project Management (hourly) | 0.25 | 70.00 | 16.75 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 452.25 |
| Sub-Total (per task) | **3** | **452.25** | **1,356.75** |

**Task: HMAC Pavement Laboratory Testing (Per Sample, 3 samples estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Extraction & Gradation, percent asphalt (each) | 1 | 250.00 | 250.00 |
| Theoretical maximum specific gravity of mixtures (each) | 1 | 60.00 | 60.00 |
| Lab Density (each) | 1 | 65.00 | 65.00 |
| Sub-Total (per trip) | 1 | - | 375.00 |
| Sub-Total (per task) | **3** | **375.00** | **1,125.00** |

**Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Asphalt Engineering Technician (hourly) | 10 | 50.00 | 500.00 |
| Coring Rig (each) | 1 | 95.00 | 95.00 |
| Asphalt Cores (each) | 8 | 60.00 | 480.00 |
| Asphalt Core Density (each) | 8 | 40.00 | 320.00 |
| Vehicle trips (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.50 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 17.50 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 1,587.00 |
| Sub-Total (per task) | **1** | **1,587.00** | **1,587.00** |

**HMAC Pavement Section Total** **4,068.75**

**Total Estimated Cost** **$21,278.75**

# HIDALGO COUNTY

## Professional Construction Material Testing Laboratory Services
## Agreement #C-CAP14-397-10-28

# WORK AUTHORIZATION NO. 2

**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 Engineers Group, Inc., professional Laboratory's of Edinburg Texas, hereinafter called "**Laboratory**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Laboratory** to provide

**Construction Materials Engineering & Testing Services for the Lorenzana Subdivision.**

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 Laboratory*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$3,408.75**. 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.1 shall be funded through funding source:
Account No. 5-1312-431-00-121-422-0-339
Requisition Number 272809

**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 scope 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. 2**

**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 _____ as indicated below and effective as of ____ day of _____, 2015.

**THE LABORATORY:**
**MILLENNIUM ENGINEERS GROUP, INC.**

_____
**By: Raul Palma, President**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia, County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

# 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

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

# EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

# Work Schedule
## Proposed Construction Materials Engineering & Testing Services
## Lorenzana Subdivision Improvements Project

### ☒ EXISTING PAVEMENT (PRIOR TO CONSTRUCTION)

**Task: Drilled Soil Borings at three (3) locations of the roadway to a depth of 12" and laboratory testing including soil classification and engineering recommendations for the proposed improvements.**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Drilled Soil Boring (per foot) | 3 | 19.00 | 57.00 |
| Standard Penetration Test (each) | - | 12.00 | - |
| Mobilization and Demobiization (per trip) | - | 350.00 | - |
| Technician to log soil test boring (hourly) | 4 | 54.00 | 216.00 |
| Atterberg Limits (each) | 3 | 70.00 | 210.00 |
| Percent passing No. 200 Sieve (each) | 3 | 45.00 | 135.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.5 | 115.00 | 57.50 |
| Project Management (hourly) | 0.5 | 70.00 | 35.00 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 920.00 |
| Sub-Total (per task) | **1** | **827.50** | **827.50** |

**EXISTING PAVEMENT Section Total** **827.50**

### ☒SOILS SECTION

**Task: Subgrade Sample at Roadway (Per Trip, 1 trips estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Soil Engineering Technician (hourly) | 2.5 | 45.00 | 112.50 |
| Standard Proctor (each) | 1 | 200.00 | 200.00 |
| Atterberg Limits (each) | 1 | 70.00 | 70.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.5 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 17.50 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 574.50 |
| Sub-Total (per task) | **1** | **574.50** | **574.50** |

**Task: Flexible Base Sample at Roadway (Per Trip, 1 trip estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Soil Engineering Technician (hourly) | 2.5 | 45.00 | 112.50 |
| Standard Proctor (each) | 1 | 200.00 | 200.00 |
| Atterberg Limits (each) | 1 | 70.00 | 70.00 |
| Sieve Analysis (each) | 1 | 55.00 | 55.00 |
| Wet Ball Mill (each) | - | 210.00 | - |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.5 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 16.75 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |

| | | | |
|---|---|---|---|
| Sub-Total (per trip) | 1 | - | 628.75 |
| Sub-Total (per task) | **1** | **628.75** | **628.75** |

**Task: Subgrade density testing at Roadway (Per Trip, 1 trip estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Soil Engineering Technician (hourly) | 2.5 | 45.00 | 112.50 |
| Nuclear density test (each) | 3 | 22.00 | 66.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.5 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 16.75 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 370.50 |
| Sub-Total (per task)* | **1** | **370.50** | **370.50** |

**Task: Flexible Base density testing at Roadway (Per Trip, 1 trip estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Soil Engineering Technician (hourly) | 2.5 | 45.00 | 112.50 |
| Nuclear density test (each) | 3 | 22.00 | 66.00 |
| Vehicle trip charge (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.50 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 17.50 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 370.50 |
| Sub-Total (per task) | **1** | **370.50** | **370.50** |

**SOILS Section Total** **1,944.25**

## ☒HMAC PAVEMENT SECTION

**Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)**

| Line Item | Qty. | Unit Rate | Estimated Cost |
|---|---|---|---|
| Asphalt Engineering Technician (hourly) | 3 | 50.00 | 150.00 |
| Coring Rig (each) | 1 | 95.00 | 95.00 |
| Asphalt Cores (each) | 2 | 60.00 | 120.00 |
| Asphalt Core Density (each) | 2 | 40.00 | 80.00 |
| Vehicle trips (each) | 1 | 37.00 | 37.00 |
| Test Report (each) | 1 | 30.00 | 30.00 |
| Project Engineer (hourly) | 0.50 | 115.00 | 57.50 |
| Project Management (hourly) | 0.25 | 70.00 | 17.50 |
| Clerical (hourly) | 1 | 50.00 | 50.00 |
| Sub-Total (per trip) | 1 | - | 1,587.00 |
| Sub-Total (per task) | **1** | **637.00** | **637.00** |

**HMAC Pavement Section Total** **637.00**

**Total Estimated Cost** **$3,408.75**

**AI -48895** **Purchasing Department** **24. L. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Requesting approval to purchase the following vehicles through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the total amount of $2,722,241.00 which includes shipping and a one time administration fee $400.00(Project #15-043-OGG).

a. (68) 2015 Chevrolet Tahoe PPV----------$ 2,025,516.00
b. (1) 2015 Chevrolet 1500 PU 4x2 PU CrewCab------ 31,827.00
c. (1) 2015 Chevrolet Tahoe 4x4 LT ---------- 41,316.00
d. (1) 2015 Chevrolet Tahoe LS ---------- 35,265.00
e. (4) 2015 Chevrolet 1500 PU 4x4 CrewCab ------- 116,120.00
f. (3) 2015 Chevrolet 1500 PU 4x4 CrewCab SB---- 79,797.00
g. (16) 2015 Chevrolet 1500 PU CrewCab ---------- 392,000.00

One Time Buyboard Administration Fee ---------- 400.00
Total Amount ----------$ 2,722,241.00

**BACKGROUND**

Forfeiture Funding will be used for item;
c. (1) 2015 Chevrolet Tahoe 4x4 LT ---------- 41,316.00
Acct. 5-1229-421-00-280-007-0-752

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## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** Various

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

**BUDGETARY IMPACT:**

Funds available through PO# 722462 and 722461, as of 3/13/2015.

Acct #5-1304-421-00-280-092-0-752 and Acct #5-1229-421-00-280-007-0-752 is to be used for purchase of item (c. (1) 2015 Chevrolet Tahoe 4x4 LT $41,316.00 from Forfeiture Funds as directed by Mr. Captain Richard Ozuna.

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**Attachments**

68-Tahoes
4- 1500 4x4 CrewCab
3-1500 CrewCab's
1-Tahoe LS
1-Tahoe LT 4x4
1-1500 4x2 PU CrewCab
16- 1500 PU's

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:45 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:21 PM |
| Obdett Calzada | Obdett Calzada | 03/13/2015 04:26 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Oscar Garza | | Started On: 03/12/2015 03:00 PM |
| Final Approval Date: 03/13/2015 | | |

SHERIFF'S OFFICE
68-2015 CHEVROLET TAHOE PPV

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Oscar** [ Log Off ]



## Vendor Contract Information

Back



| | |
|---|---|
| **Vendor Name:** | Caldwell Country Chevrolet |
| **Address:** | P. O. Box 27 |
| | Caldwell, TX 77836 |
| **Phone Number:** | (979) 567-6116 |
| **Email:** | aknapp@caldwellcountry.com |
| **Website:** | http://www.caldwellcountry.com |
| **Federal ID:** | 14-1856872 |
| **Contact:** | Averyt Knapp |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

REVIEWED
By Oscar Garza at 1:13 pm, Mar 02, 2015

REVISED
1:14 pm, Mar 02, 2015

FINAL

APPROVED
By Rudy Salinas at 1:39 pm, Mar 02, 2015

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# CALDWELL COUNTRY FORD - CHEVROLET

**800 HWY. 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD BID 430-13**

**End User:** HIDALGO COUNTY
**Contact:** CAPT. RICHARD OZUNA
**Phone/email:** 956-393-6022
**Product Description:** 2015 CHEV TAHOE PPV

**Caldwell Rep:** ALAN WILEY
**Phone/email:** 254 865-9112 alan@caldwellcountry.com
**Date:** Friday, February 27, 2015

**A. Bid Series:** 34 — **A. Base Price:** $ 28,778.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| | 2015 POLICE TAHOE | INCL | | BLUETOOTH | STD |
| | 5.3L V8 GAS | INCL | | REVERSE CAMERA | STD |
| | 6-SPEED AUTOMATIC | INCL | 9G8 | INOP DAYTIME RUNNING | $ 9.00 |
| | TILT/CRUISE | INCL | | LIGHTS | |
| | CLOTH BUCKETS FRONT | INCL | | | |
| | VINYL 2ND ROW SEAT | INCL | | | |
| | RUBBER FLOOR | INCL | | | |
| | AM-FM CD | INCL | | | |
| | PRIVACY GLASS TINT | INCL | | | |
| | NO SPOTLIGHT | NOTE | | | |
| | DUAL BATTERIES | INCL | | WHITE | COLOR |

**Total of B. Published Options:** $ 9.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | PLEASE FAX YOUR PURCHASE ORDER | NOTE |
| | | TO 254 865-9118 | |
| | | | |
| | | ESTIMATED DELIVERY IN 90 DAYS | NOTE |
| | | TO HIDALGO COUNTY | |
| | | | |

**Total of C. Unpublished Options:** $ -

**D. Pre-delivery Inspection:**

**E. Texas State Inspection:**

**F. Manufacturer Destination/Delivery:**

**G. Floor Plan Interest (for in-stock and/or equipped vehicles):**

**H Lot Insurance (for in-stock and/or equipped vehicles):**

**I. Contract Price Adjustment:**

**J. Additional Delivery Charge:** 354 miles — $ 1,000.00

**K. Subtotal:** $ 29,787.00

**L. Quantity Ordered** 68 x K = $ 2,025,516.00

**M. Trade in:**

**N. BUYBOARD FEE PER PURCHASE ORDER** $ 400.00

**O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE** $ 2,025,916.00

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

| | | |
|---|---|---|
| ENTITY | Caldwell Automotive Partners, LLC | Status:Active |
| DUNS: 003984249 | +4: | CAGE Code: 6X8E1 DoDAAC: |
| Expiration Date: May 5, 2015 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 800 State Highway 21 E<br>City: Caldwell<br>ZIP Code: 77836-4512 | | State/Province: TEXAS<br>Country: UNITED STATES |

***REVIEWED***
***By Oscar Garza at 2:51 pm, Feb 26, 2015***

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Traverse (CR14526) Sport Utility. Chevrolet Traverse CR 14526 Model complete with all manufacturer's standard equipment. Line Item 19 | N/A | $24,770.00 |
| Caldwell Country Chevrolet | Chevrolet Tahoe Police Package (PPV CC15706). 2WD Police package with all manufactuer's standard equipment. Line Item 34 | N/A | $28,778.00 |

**Extended Product Information**

**Reference Number:** 430-13
**Part Number:** PPV CC15706
**Unit Measure:** EA
**Vendor Website:** http://www.caldwellcountry.com
**Full Description:** Chevrolet Tahoe Police Package (PPV CC15706). 2WD Police package with all manufactuer's standard Item 34

| | | | |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Caprice Police Package (PPV 1EW19). Police vehicle, complete with all manufactuer's standard equipment. Line Item 32 | N/A | $26,485.00 |
| Caldwell Country Chevrolet | Hourly Labor Rate for Repair/Service of Chevrolet Vehicle | N/A | $96.00 |
| Caldwell Country Chevrolet | Per Mile Delivery Fee for Vehicles. Line Item 43 | N/A | $2.85 |
| Caldwell Country Chevrolet | Chevrolet Colorado Extended Cab Pickup (CS15653). Extended cab, 2WD, complete with all manufacturer's standard equipment. Line Item 23 | N/A | $19,790.00 |
| Caldwell Country Chevrolet | Chevrolet Colorado Chassis Extended Cab (CS15653). Colorado Chassis Extended Cab, 2WD, complete with all manufactuer's standard equipment. Line Item 27 | N/A | $22,210.00 |
| Caldwell Country Chevrolet | Chevrolet Express Passenger Van (CG13406). Chevrolet Express Passenger Van G1500 Rear Wheel Drive, complete with all manufactuer's standard equipment. Line Item 29 | N/A | $23,230.00 |
| Caldwell Country Chevrolet | Chevrolet Express Cutaway Van (CG33503). Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment. Line Item 31 | N/A | $20,642.00 |
| Caldwell Country Chevrolet | Chevrolet Express Cargo Van (CG13405). Chevrolet Express Cargo Van G1500, Rear Wheel Drive, complete with all manufacturer's standard equipment. Line Item 30 | N/A | $20,520.00 |
| Caldwell Country Chevrolet | Chevrolet Silverado 3500HD Full Size Pickup (CC35903). 1 ton, regular cab, 2WD complete with all manufacturer's standard equipment. Line Item 26 | N/A | $24,147.00 |
| Caldwell Country Chevrolet | Chevrolet Silverado 3500HD Chassis Cab (CC31003). Silverado Classic 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufactuer's standard equipment. Line Item 28. | N/A | $23,890.00 |
| Caldwell Country Chevrolet | Chevrolet Silverado 2500HD Full Size Pickup (CC25903). 3/4 ton, heavy duty regular cab, 2WD complete with all manufacturer's standard equipment. Line Item 25 | N/A | $22,844.00 |
| Caldwell Country Chevrolet | Chevrolet Suburban (CC15906-1FL) Sport Utility. Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment. Line Item 22 | N/A | $34,585.00 |

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 33 | Chevrolet Impala Police Package (9CI-PPV 1WS19) | Law Enforcement | **Chevrolet Impala (9CI-PPV 1WS19) Police Package --** Model 9C1-PPV 1WS19 Police Vehicle, complete with all manufacturer's standard equipment | $19,721.00 | 2014 IMPALA PPV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 34 | Chevrolet Tahoe Police Package (PPV CC15706) | Law Enforcement | **Chevrolet Tahoe (PPV CC15706) Police Package --** 2 WD Police package with all manufacturer's standard equipment | $24,576.00 | 2014 TAHOE PPV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 35 | Chevrolet Camaro (1EE37) | Sport Sedan | **Chevrolet Camaro (1EE37) Sport Sedan --** Chevrolet Camaro (1EE37) base model complete with all manufacturer's standard equipment | $20,446.00 | 2014 CAMERO | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 36 | Chevrolet SS Sedan (1EK69) | Sedan (4 door) | **Chevrolet SS (1EK69) Sedan --** Chevrolet SS (1EK69) Sedan base model; 4 door; complete with all manufacturer's standard equipment | $41,190.00 | 2014 SS SEDAN | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **OPTIONAL EQUIPMENT- The majority of optional equipment is not listed since options will be selected at time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!** | | | | **Discount (%)** | | |
| 37 | Options | Discount (%) Off Optional Equipment | Discount (%) Off for all Optional Equipment | _____5___% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 38 | Program Vehicles | Discount (%) Off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned) | ____5___% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 39 | Third Party (not OEM) Options | Discount (%) Off Third Party (not OEM Options | Discount (%) Off Third Party (not OEM Options) | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 40 | Parts | Discount (%) Off Parts | Discount (%) Off Parts | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 41 | Extended Warranty | Discount (%) Off Extended Service Maintenance Agreements | Discount (%) Off Extended Service Maintenance Agreements | _____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 42 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle** -- State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 43 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

Prepared By:
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Tahoe 2WD 4dr Commercial | Interior: - Jet Black |
| 5.3L/- TBD - CID Gas/Ethanol V8 | Exterior 1: - Summit White |
| 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15706 | 2015 Chevrolet Tahoe 2WD 4dr Commercial | $45,550.00 |
| | OPTIONS | |
| AVF | 2015 INTERIM PROCESSING CODE | $0.00 |
| Z56 | SUSPENSION, HEAVY-DUTY, POLICE-RATED | INC |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| L83 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| GU4 | REAR AXLE, 3.08 RATIO | $0.00 |
| 1FL | COMMERCIAL PREFERRED EQUIPMENT GROUP | $0.00 |
| RAP | WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK | INC |
| QAR | TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED | INC |
| ZAK | TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED | INC |
| ZY1 | PAINT SCHEME, SOLID APPLICATION | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AZ3 | SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER | $0.00 |
| H0U | JET BLACK, CLOTH SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT J | $0.00 |
| 9C1 | IDENTIFIER FOR POLICE PATROL VEHICLE | -$4,735.00 |
| NZZ | FRONT UNDERBODY SHIELD | INC |
| K4B | BATTERY, AUXILIARY, 730 CCA | INC |
| — | POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTE | INC |
| — | POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY | INC |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 370.0, Data updated 1/20/2015

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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

## *WINDOW STICKER*

| | | |
|---|---|---|
| ___ | POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY | INC |
| KW7 | ALTERNATOR, 170 AMPS, HIGH OUTPUT | INC |
| C5U | GVWR, 6800 LBS. (3084 KG) | INC |
| RM7 | WHEEL, 17" X 8" (43.2 CM X 20.3 CM) FULL-SIZE, STEEL SPARE | INC |
| ___ | LUGGAGE RACK, DELETE | INC |
| 9G8 | HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CON | $10.00 |
| AKO | GLASS, DEEP-TINTED | INC |
| AKX | WINDSHIELD, SOLAR ABSORBING, SHADED UPPER | INC |
| AKK | WINDSHIELD STYLE, ACOUSTIC LAMINATED GLASS | INC |
| ___ | EXTERIOR ORNAMENTATION DELETE | INC |
| ___ | DOOR HANDLES, BODY-COLOR | INC |
| UN9 | RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS | INC |
| AG1 | SEAT ADJUSTER, DRIVER 10-WAY POWER | $0.00 |
| AG2 | SEAT ADJUSTER, FRONT PASSENGER 6-WAY POWER | INC |
| ATD | SEAT DELETE, THIRD ROW PASSENGER | INC |
| ___ | INSTRUMENTATION, ANALOG | INC |
| 6N6 | DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE | $59.00 |
| ___ | KEY, 2-SIDED | INC |
| 6N5 | SWITCHES, REAR WINDOW INOPERATIVE | $57.00 |
| ___ | THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III | INC |
| ___ | POWER OUTLETS, 4 AUXILIARY, 12-VOLT | INC |
| ___ | SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING | INC |
| VQ3 | FLEET PROCESSING OPTION | $0.00 |
| | **SPECIAL EQUIPMENT OPTIONS** | |
| 5T5 | SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS | $0.00 |
| 9U3 | SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRI | $0.00 |
| VPV | SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY | INC |
| | **SUBTOTAL** | **$40,941.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared By:
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



## 2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

### *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| TOTAL PRICE | **$42,136.00** |

Est City: 16.00 mpg
Est Highway: 23.00 mpg
Est Highway Cruising Range: 598.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

**Zimbra** **oscar.garza@co.hidalgo.tx.us**

## 68 Tahoe PPV for Sheriff's Office Quote (request to revise)

**From :** Oscar Garza <oscar.garza@co.hidalgo.tx.us> Thu, Feb 19, 2015 04:35 PM

**Subject :** 68 Tahoe PPV for Sheriff's Office Quote (request to revise) 2 attachments

**To :** Alan Wiley <alan@caldwellcountry.com>

**Cc :** Richard Ozuna <richard.ozuna@hidalgoso.org>, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Alan attached is the price verification for the proposed purchase of the 68 Chev Tahoe PPV (CC15706). Price verifications meets Buyboard pricing and good; however please make the necessary changes to the original quote inasmuch as that delivery for these units will be to the end user/corresponding department.

In this case Mr. Ozuna at the Sheriff's Office, the units will not be delivered to Houston, they will come directly to us, at which time we will take acceptance of the units at the time of delivery.

Should you have any questions, please let me know.

Thank you!

--

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us
☐ Is it really necessary to print this email?

SHERIFF'S OFFICE
16 CHEVROLET 1500 PU CREW CAB

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Vendor Contract Information

Back



| | |
|---|---|
| **Vendor Name:** | Caldwell Country Chevrolet |
| **Address:** | P. O. Box 27<br>Caldwell, TX 77836 |
| **Phone Number:** | (979) 567-6116 |
| **Email:** | aknapp@caldwellcountry.com |
| **Website:** | http://www.caldwellcountry.com |
| **Federal ID:** | 14-1856872 |
| **Contact:** | Averyt Knapp |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for deliver fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 11:27 am, Feb 25, 2015*

**COMPLETED**

**FINAL**

**APPROVED**
*By Rudy Salinas at 1:12 pm, Feb 27, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# CALDWELL COUNTRY FORD-CHEVROLET

**800 HWY 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD 430-13**

**End User:** HIDALGO COUNTY

**Contact:** RICHARD OZUNA 956-393-6022

**Caldwell Rep:** ALAN WILEY 254 865-9112

**Date:** 25-Feb-15

**Product Description:** CHEVROLET 1500 PICKUP

**A. Bid Series:** 24

**A. Base Price:** $ 18,775.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| CC | 2015 CREW CAB 4x2 | $ 3,381.00 | PCR | CONVENIENCE PACKAGE | $ 304.00 |
| 15543 | SHORT BED PICKUP TRUCK | INCL | | POWER MIRRORS | INCL |
| | TILT/CRUISE | INCL | | REMOTE KEYLESS ENTRY | INCL |
| | 4.3L V6 GAS | INCL | | | |
| | 6-SPEED AUTOMATIC | INCL | | | |
| | AM-FM RADIO | INCL | | | |
| | CLOTH 40-20-40 SEAT | INCL | | | |
| | RUBBER FLOOR | INCL | | | |
| | AIR CONDITIONING | INCL | | | |
| L83 | 5.3L V8 GAS | $ 1,040.00 | | | |
| | POWER WINDOWS-LOCKS | INCL | | | |
| | | | | | |
| | | | | CHOOSE COLOR | COLOR |

**Total of B. Published Options:** $ 4,725.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| PLEASE FAX PURCHASE ORDERS TO | NOTE | ESTIMATED DELIVERY IN 60-90 DAYS TO | |
| 254 865-9118 | | HIDALGO COUNTY SHERIFF'S DEPT | |
| alan@caldwellcountry.com | E-MAIL | RICHARD OZUNA 956-393-6022 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

**D. Contract Price Adjustment:**

**E. Delivery Charges:** 354 miles — $ 1,000.00

**F. Total of A + B + C + D + E = F** — $ 24,500.00

**G. Quantity Ordered** 16 x F = — $ 392,000.00

**H. BUYBOARD FEE PER PURCHASE ORDER** — $ 400.00

**I. Non-Equip Charges & Credits**

**J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** — $ 392,400.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: 18

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all manufacturer's standard equipment. Line Item 24 | N/A | $18,775.00 |

**Extended Product Information**

| | |
|---|---|
| **Reference Number:** | 430-13 |
| **Part Number:** | CC10703 |
| **Unit Measure:** | EA |
| **Vendor Website:** | http://www.caldwellcountry.com |
| **Full Description:** | Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all ma standard equipment. Line Item 24 |

| | | | |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Impala LS (1WF19) Mid Size Sedan. Chevrolet Impala LS model complete with all manufacturer's standard equipment. Line Item 16 | N/A | $18,985.00 |
| Caldwell Country Chevrolet | Chevrolet Malibu LS (1GB69) Mid Size Sedan. Chevrolet Malibu LS model complete with all manufacturer's standard equipment. Line Item 17 | N/A | $18,365.00 |

Showing 1 to 3 of 3 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Additional Resources

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 21 | Chevrolet Tahoe (CC10706-1FL) | Sport Utility | **Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment | $28,176.00 | 2014 TAHOE SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 22 | Chevrolet Suburban (CC15906-1FL) | Sport Utility | **Chevrolet Suburban (CC15906-1FL) Sport Utility --** Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment | $31,525.00 | 2014 SUBURBAN | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 23 | Chevrolet Colorado Pickup (CS15653) | Extended Cab Pickup | **Chevrolet Colorado Extended Cab (CS15653) Pickup --** Extended cab, 2WD, complete with all manufacturer's standard equipment | $23,717.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 24 | Chevrolet Silverado 1500 Pickup (CC10703) | Full Size Pickup, 1/2 ton, Regular cab | **Chevrolet Silverado 1500 Full Size (CC10703) Pickup --** 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $17,445.00 | 2014 1500 REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 25 | Chevrolet Silverado 2500HD Pickup (CC25903) | Full Size Pickup, 3/4 ton, Regular Cab | **Chevrolet Silverado 2500HD Full Size (CC25903) Pickup--** 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment | $20,340.00 | 2014 2500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 26 | Chevrolet Silverado 3500HD Pickup (CC35903) | Full Size Pickup, 1 ton, Regular Cab | **Chevrolet Silverado 3500HD Full Size (CC35903) Pickup--** 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $21,946.00 | 2014 3500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

Base Model

**Prepared By:**
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | Interior: - Dark Ash with Jet Black Interior Acc |
| 4.3L/262 CID Gas/Ethanol V6 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15703 | 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | $26,105.00 |
| | **OPTIONS** | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| LV3 | ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DI | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C7K | GVWR, 6500 LBS. (2948 KG) | $0.00 |
| GU5 | REAR AXLE, 3.23 RATIO | $0.00 |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP | $0.00 |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| H2Q | DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB | $0.00 |
| FHS | E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA | $0.00 |
| | **SUBTOTAL** | **$26,105.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

**Prepared By:**
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwilley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| **TOTAL PRICE** | **$27,300.00** |

Est City: 18.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 624.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 366.0, Data updated 12/24/2014
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**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Crew Cab 143.5" Wor

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Silverado 1500 2WD Crew Cab 143.5" Work Truck | Interior: - Dark Ash with Jet Black Interior Acc |
| * 5.3L/325 CID * Gas V8 | Exterior 1: - Silver Ice Metallic |
| 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15543 | 2015 Chevrolet Silverado 1500 2WD Crew Cab 143.5" Work Truck | $34,230.00 |
| CC15703 | 2015 Chevrolet Silverado 1500 2WD Reg Cab — — | - 26,105.00 |
| | MSRP Difference — — | $ 8,125.00 |
| | **OPTIONS** | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| L83 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | $1,095.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C5W | GVWR, 7000 LBS. (3175 KG) | INC |
| GU4 | REAR AXLE, 3.08 RATIO | INC |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP | $0.00 |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GAN | SILVER ICE METALLIC | $0.00 |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| H2R | DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB | $0.00 |
| PCR | WT FLEET CONVENIENCE PACKAGE | $320.00 |
| KNP | COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER | INC |
| ___ | BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENA | INC |
| DL8 | MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE | INC |
| AQQ | REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS | INC |
| VQ3 | FLEET PROCESSING OPTION | $0.00 |
| | **SUBTOTAL** | **$35,645.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 362.0, Data updated 11/25/2014
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Customer File:

December 03, 2014 11:26:44 AM

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Crew Cab 143.5" LT w

## *WINDOW STICKER*

| | | |
|---|---|---|
| KNP | COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER | INC |
| ___ | BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENA | INC |
| JL1 | TRAILER BRAKE CONTROLLER, INTEGRATED | $230.00 |
| VQZ | LPO, POLISHED EXHAUST TIP | INC |
| RC4 | TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL | INC |
| VXJ | LPO, ASSIST STEPS, CHROMED TUBULAR, 4" ROUND | INC |
| VLQ | CHROME RECOVERY HOOKS | INC |
| UF2 | LED LIGHTING, CARGO BOX | $60.00 |
| VUK | LPO, TAILGATE LINER | $80.00 |
| VQK | LPO, FRONT AND REAR MOLDED SPLASH GUARDS, BLACK | $155.00 |
| T3U | FOG LAMPS, FRONT, HALOGEN | INC |
| UD7 | REAR PARK ASSIST, ULTRASONIC | $295.00 |
| KA1 | SEATING, HEATED DRIVER AND FRONT PASSENGER | INC |
| D07 | CONSOLE, FLOOR MOUNTED, RECONFIGURABLE | INC |
| VAV | LPO, ALL-WEATHER FLOOR MATS, FRONT AND REAR | $160.00 |
| N37 | STEERING COLUMN, MANUAL TILT AND TELESCOPING | $0.00 |
| JF4 | PEDALS, POWER-ADJUSTABLE | INC |
| BTV | REMOTE VEHICLE STARTER SYSTEM | INC |
| UG1 | UNIVERSAL HOME REMOTE | INC |
| UTJ | THEFT-DETERRENT SYSTEM, UNAUTHORIZED ENTRY | INC |
| CJ2 | AIR CONDITIONING, DUAL-ZONE AUTOMATIC CLIMATE CONTROL | INC |
| C49 | DEFOGGER, REAR-WINDOW ELECTRIC | INC |
| A48 | WINDOW, POWER, REAR SLIDING WITH REAR DEFOGGER | INC |
| KI4 | POWER OUTLET, 110-VOLT AC | INC |
| VBJ | LPO, REAR UNDERSEAT STORAGE, COMPOSITE STORAGE BIN | $230.00 |
| UVC | REAR VISION CAMERA WITH DYNAMIC GUIDE LINES | INC |
| VQ3 | FLEET PROCESSING OPTION | $0.00 |
| | **SUBTOTAL** | **$43,700.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 370.0, Data updated 1/20/2015
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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Crew Cab 143.5" LT w

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| **TOTAL PRICE** | **$44,895.00** |

Est City: * 16.00 mpg
Est Highway: * 23.00 mpg
Est Highway Cruising Range: * 598.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

BuyBoard® Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 38 | Program Vehicles | Discount (%) Off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned) | 5 % | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 39 | Third Party (not OEM) Options | Discount (%) Off Third Party (not OEM Options | Discount (%) Off Third Party (not OEM Options) | 5 % | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 40 | Parts | Discount (%) Off Parts | Discount (%) Off Parts | 5 % | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 41 | Extended Warranty | Discount (%) Off Extended Service Maintenance Agreements | Discount (%) Off Extended Service Maintenance Agreements | % | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 42 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 43 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

ENTITY Caldwell Automotive Partners, LLC Status:Active

DUNS: 003984249 +4: CAGE Code: 6X8E1 DoDAAC:

Expiration Date: May 5, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 800 State Highway 21 E
City: Caldwell State/Province: TEXAS
ZIP Code: 77836-4512 Country: UNITED STATES

***REVIEWED***
***By Oscar Garza at 2:51 pm, Feb 26, 2015***

SHERIFF'S OFFICE
(3) NEW 2015 1500 CREWCAB 4X4 SB PU

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

| | |
|---|---|
| **Vendor Name:** | Caldwell Country Chevrolet |
| **Address:** | P. O. Box 27 |
| | Caldwell, TX 77836 |
| **Phone Number:** | (979) 567-6116 |
| **Email:** | aknapp@caldwellcountry.com |
| **Website:** | http://www.caldwellcountry.com |
| **Federal ID:** | 14-1856872 |
| **Contact:** | Averyt Knapp |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks (Repair Parts & Labor) |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 10:46 am, Feb 25, 2015*

**COMPLETED**

**FINAL**

**REVISED**
*8:29 am, Feb 27, 2015*

**APPROVED**
*By Rudy Salinas at 9:22 am, Feb 27, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# CALDWELL COUNTRY FORD-CHEVROLET

**800 HWY 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD 430-13**

**End User:** HIDALGO COUNTY

**Caldwell Rep:** ALAN WILEY 254 865-9112

**Contact:** RICHARD OZUNA 956-393-6022

**Date:** 24-Feb-15

**Product Description:** CHEVROLET 1500 PICKUP

**A. Bid Series:** 24

**A. Base Price:** $ 18,775.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| CK | 2015 CREW CAB 4X4 | $ 5,480.00 | PCR | CONVENIENCE PACKAGE | $ 304.00 |
| 15543 | SHORT BED PICKUP TRUCK | INCL | | POWER MIRRORS | INCL |
| | TILT/CRUISE | INCL | | REMOTE KEYLESS ENTRY | INCL |
| | 4.3L V6 GAS | INCL | | | |
| | 6-SPEED AUTOMATIC | INCL | | | |
| | AM-FM RADIO | INCL | | | |
| | CLOTH 40-20-40 SEAT | INCL | | | |
| | RUBBER FLOOR | INCL | | | |
| | AIR CONDITIONING | INCL | | | |
| L83 | 5.3L V8 GAS | $ 1,040.00 | | | |
| | POWER WINDOWS-LOCKS | INCL | | | |
| | | | | | |
| | | | | CHOOSE COLOR | COLOR |

**Total of B. Published Options:** $ 6,824.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| PLEASE FAX PURCHASE ORDERS TO | NOTE | ESTIMATED DELIVERY IN 60-90 DAYS TO | |
| 254 865-9118 | | HIDALGO COUNTY SHERIIFF'S DEPT | |
| alan@caldwellcountry.com | E-MAIL | RICHARD OZUNA 956 393-6022 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

**D. Contract Price Adjustment:**

**E. Delivery Charges:** 354 miles — $ 1,000.00

**F. Total of A + B + C + D + E = F** — $ 26,599.00

**G. Quantity Ordered** 3 **x F =** — $ 79,797.00

**H. BUYBOARD FEE PER PURCHASE ORDER** — $ 400.00

**I. Non-Equip Charges & Credits**

**J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** — $ 80,197.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: 18

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all manufacturer's standard equipment. Line Item 24 | N/A | $18,775.00 |

**Extended Product Information**

**Reference Number:** 430-13
**Part Number:** CC10703
**Unit Measure:** EA
**Vendor Website:** http://www.caldwellcountry.com
**Full Description:** Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all ma standard equipment. Line Item 24

| | | | |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Impala LS (1WF19) Mid Size Sedan. Chevrolet Impala LS model complete with all manufacturer's standard equipment. Line Item 16 | N/A | $18,985.00 |
| Caldwell Country Chevrolet | Chevrolet Malibu LS (1GB69) Mid Size Sedan. Chevrolet Malibu LS model complete with all manufacturer's standard equipment. Line Item 17 | N/A | $18,365.00 |

Showing 1 to 3 of 3 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Additional Resources

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 21 | Chevrolet Tahoe (CC10706-1FL) | Sport Utility | **Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment | $28,176.00 | 2014 TAHOE SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 22 | Chevrolet Suburban (CC15906-1FL) | Sport Utility | **Chevrolet Suburban (CC15906-1FL) Sport Utility --** Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment | $31,525.00 | 2014 SUBURBAN | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 23 | Chevrolet Colorado Pickup (CS15653) | Extended Cab Pickup | **Chevrolet Colorado Extended Cab (CS15653) Pickup --** Extended cab, 2WD, complete with all manufacturer's standard equipment | $23,717.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 24 | Chevrolet Silverado 1500 Pickup (CC10703) | Full Size Pickup, 1/2 ton, Regular cab | **Chevrolet Silverado 1500 Full Size (CC10703) Pickup --** 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $17,445.00 | 2014 1500 REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 25 | Chevrolet Silverado 2500HD Pickup (CC25903) | Full Size Pickup, 3/4 ton, Regular Cab | **Chevrolet Silverado 2500HD Full Size (CC25903) Pickup--** 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment | $20,340.00 | 2014 2500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 26 | Chevrolet Silverado 3500HD Pickup (CC35903) | Full Size Pickup, 1 ton, Regular Cab | **Chevrolet Silverado 3500HD Full Size (CC35903) Pickup--** 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $21,946.00 | 2014 3500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

Base Model

**Prepared By:**
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | Interior: - Dark Ash with Jet Black Interior Acc |
| 4.3L/262 CID Gas/Ethanol V6 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15703 | 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | $26,105.00 |
| | **OPTIONS** | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| LV3 | ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DI | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C7K | GVWR, 6500 LBS. (2948 KG) | $0.00 |
| GU5 | REAR AXLE, 3.23 RATIO | $0.00 |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP | $0.00 |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| H2Q | DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB | $0.00 |
| FHS | E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA | $0.00 |
| | **SUBTOTAL** | **$26,105.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

December 30, 2014 1:17:38 PM

**Prepared By:**
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwlley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| **TOTAL PRICE** | **$27,300.00** |

Est City: 18.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 624.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 366.0, Data updated 12/24/2014
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Customer File:

Prepared By:
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" Wor

## *WINDOW STICKER*

2015 Chevrolet Silverado 1500 4WD Crew Cab 143.5" Work Truck
* 5.3L/325 CID * Gas V8
* 6-Speed Automatic

Interior: - Dark Ash with Jet Black Interior Acc
Exterior 1: - Silver Ice Metallic
Exterior 2: - No color has been selected.

| CODE | MODEL | MSRP |
|---|---|---|
| CK15543 | 2015 Chevrolet Silverado 1500 4WD Crew Cab 143.5" Work Truck | $37,380.00 |
| | OPTIONS | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| L83 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | $1,095.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C5Z | GVWR, 7200 LBS. (3266 KG) | INC |
| GU4 | REAR AXLE, 3.08 RATIO | INC |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP | $0.00 |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GAN | SILVER ICE METALLIC | $0.00 |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| H2R | DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB | $0.00 |
| PCR | WT FLEET CONVENIENCE PACKAGE | $320.00 |
| KNP | COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER | INC |
| ___ | BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENA | INC |
| DL8 | MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE | INC |
| AQQ | REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS | INC |
| VQ3 | FLEET PROCESSING OPTION | $0.00 |
| | SUBTOTAL | $38,795.00 |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

January 09, 2015 9:45:20 AM

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" Wor

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| TOTAL PRICE | **$39,990.00** |

Est City: * 16.00 mpg
Est Highway: 22.00 mpg
Est Highway Cruising Range: 572.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Prepared By:
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" Wor

## *ALL OPTIONS*

**ALL OPTIONS - 2015 Fleet/Non-Retail CK15543 4WD Crew Cab 143.5" Work Truck**

| CATEGORY / Code | Description | MSRP |
|---|---|---|
| *AXLE* | | |
| GU6 | REAR AXLE, 3.42 RATIO (Standard on 4WD (LV3) 4.3L EcoTec3 V6 engine. Available with (L83) 5.3L EcoTec3 V8 engine.) | $0.00 |
| GU4 | REAR AXLE, 3.08 RATIO (Requires (L83) 5.3L EcoTec3 V8 engine. Not available with (RD2) 20" chrome wheels or (RD4) 20" polished-aluminum wheels.) | INC |
| *PREFERRED EQUIPMENT GROUP* | | |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP includes standard equipment | $0.00 |
| *TIRES* | | |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL (STD) | $0.00 |
| RC3 | TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL | $200.00 |
| RC5 | TIRES, LT265/70R17C, ALL-TERRAIN, BLACKWALL | $395.00 |
| *PAINT SCHEME* | | |
| ZY1 | PAINT, SOLID | $0.00 |
| *PAINT* | | |
| GAN | SILVER ICE METALLIC | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| GBA | BLACK | $0.00 |
| GCE | DEEP RUBY METALLIC | $0.00 |
| GCN | VICTORY RED | $0.00 |
| GWX | BROWNSTONE METALLIC | $0.00 |
| GXG | TUNGSTEN METALLIC | $0.00 |
| ~~G1K~~ | DEEP OCEAN BLUE METALLIC (Available at extra charge.) | $495.00 |
| ~~G7J~~ | RAINFOREST GREEN METALLIC (Available at extra charge.) | $495.00 |
| *SEAT TYPE* | | |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER MANUAL RECLINE with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manual adjustable driver lumbar. (STD) | $0.00 |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 38 | Program Vehicles | Discount (%) Off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned) | 5 % | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 39 | Third Party (not OEM) Options | Discount (%) Off Third Party (not OEM Options | Discount (%) Off Third Party (not OEM Options) | 5 % | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 40 | Parts | Discount (%) Off Parts | Discount (%) Off Parts | 5 % | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 41 | Extended Warranty | Discount (%) Off Extended Service Maintenance Agreements | Discount (%) Off Extended Service Maintenance Agreements | % | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 42 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle** -- State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 43 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

ENTITY Caldwell Automotive Partners, LLC Status:Active

DUNS: 003984249 +4: CAGE Code: 6X8E1 DoDAAC:

Expiration Date: May 5, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 800 State Highway 21 E
City: Caldwell State/Province: TEXAS
ZIP Code: 77836-4512 Country: UNITED STATES

***REVIEWED***
***By Oscar Garza at 2:51 pm, Feb 26, 2015***

SHERIFF'S OFFICE
1-CHEVROLET TAHOE LS

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back



| | |
|---|---|
| **Vendor Name:** | Caldwell Country Chevrolet |
| **Address:** | P. O. Box 27<br>Caldwell, TX 77836 |
| **Phone Number:** | (979) 567-6116 |
| **Email:** | aknapp@caldwellcountry.com |
| **Website:** | http://www.caldwellcountry.com |
| **Federal ID:** | 14-1856872 |
| **Contact:** | Averyt Knapp |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 11:12 am, Feb 24, 2015*

**COMPLETED**

**FINAL**

**APPROVED**
*By Rudy Salinas at 6:53 pm, Feb 26, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

RECEIVED
By Oscar Garza at 1:47 pm, Feb 19, 2015

# CALDWELL COUNTRY FORD - CHEVROLET

**800 HWY. 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD BID 430-13**

**End User:** HIDALGO COUNTY
**Contact:** RICHARD OZUNA
**Phone/email:** 956 393-6022
**Product Description:** CHEVROLET TAHOE

**Caldwell Rep:** ALAN WILEY
**Phone/email:** 254 865-9112 alan@caldwellcountry.com
**Date:** Wednesday, February 18, 2015

**A. Bid Series:** 21 — **A. Base Price:** $ 31,992.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| | 5.3L FLEX FUEL V8 GAS | STD | 1LS | LS EQUIPMENT GROUP 4X2-2015 | $ 2,273.00 |
| | 6-SPEED AUTOMATIC | STD | | CLOTH BUCKET SEATS | INCL |
| | AM-FM CD | STD | | ALUMINUM WHEELS | INCL |
| | TILT/CRUISE | STD | | BLUETOOTH | INCL |
| | FRONT AND REAR A/C | STD | | CARPET | INCL |
| | POWER WINDOWS-LOCKS-mirrors | STD | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | WHITE EXTERIOR | COLOR |

2,700.00 MSRP difference

**Total of B. Published Options:** $ 2,273.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | ESTIMATED DELIVERY IN 90 DAYS | NOTE |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

| | | |
|---|---|---|
| **D.** | **Pre-delivery Inspection:** | |
| **E.** | **Texas State Inspection:** | |
| **F.** | **Manufacturer Destination/Delivery:** | |
| **G.** | **Floor Plan Interest (for in-stock and/or equipped vehicles):** | |
| **H** | **Lot Insurance (for in-stock and/or equipped vehicles):** | |
| **I.** | **Contract Price Adjustment:** | |
| **J.** | **Additional Delivery Charge:** 354 miles | $ 1,000.00 |
| **K.** | **Subtotal:** | $ 35,265.00 |
| **L.** | **Quantity Ordered** 1 x K = | $ 35,265.00 |
| **M.** | **Trade in:** | |
| **N.** | **BUYBOARD FEE PER PURCHASE ORDER** | $ 400.00 |
| **O.** | **TOTAL PURCHASE PRICE WITH BUYBOARD FEE** | $ 35,665.00 |

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results: 31

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Express Cutaway Van (CG33503). Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment. Line Item 31 | N/A | $20,642.00 |
| Caldwell Country Chevrolet | Chevrolet Silverado 3500HD Chassis Cab (CC31003). Silverado Classic 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufactuer's standard equipment. Line Item 28. | N/A | $23,890.00 |
| Caldwell Country Chevrolet | Chevrolet Tahoe (CC10706-1FL) Sport Utility. Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment. Line Item 21 | N/A | $31,992.00 |

**Extended Product Information**

**Reference Number:** 430-13

**Part Number:** CC10706-1FL

**Unit Measure:** EA

**Vendor Website:** http://www.caldwellcountry.com

**Full Description:** Chevrolet Tahoe (CC10706-1FL) Sport Utility. Chevrolet Tahoe 2WD Model complete with all manufactur equipment. Line Item 21

Showing 1 to 3 of 3 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 21 ✓ | Chevrolet Tahoe (CC10706-1FL) | Sport Utility | **Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment | $28,176.00 | 2014 TAHOE SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 22 | Chevrolet Suburban (CC15906-1FL) | Sport Utility | **Chevrolet Suburban (CC15906-1FL) Sport Utility --** Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment | $31,525.00 | 2014 SUBURBAN | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 23 | Chevrolet Colorado Pickup (CS15653) | Extended Cab Pickup | **Chevrolet Colorado Extended Cab (CS15653) Pickup --** Extended cab, 2WD, complete with all manufacturer's standard equipment | $23,717.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 24 | Chevrolet Silverado 1500 Pickup (CC10703) | Full Size Pickup, 1/2 ton, Regular cab | **Chevrolet Silverado 1500 Full Size (CC10703) Pickup --** 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $17,445.00 | 2014 1500 REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 25 | Chevrolet Silverado 2500HD Pickup (CC25903) | Full Size Pickup, 3/4 ton, Regular Cab | **Chevrolet Silverado 2500HD Full Size (CC25903) Pickup--** 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment | $20,340.00 | 2014 2500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 26 | Chevrolet Silverado 3500HD Pickup (CC35903) | Full Size Pickup, 1 ton, Regular Cab | **Chevrolet Silverado 3500HD Full Size (CC35903) Pickup--** 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $21,946.00 | 2014 3500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**REVIEWED**
*By Oscar Garza at 2:58 pm, Feb 23, 2015*

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2014 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC10706

## *WINDOW STICKER*

| | |
|---|---|
| 2014 Chevrolet Tahoe 2WD 4dr Commercial | Interior: - Ebony |
| 5.3L/323 CID Gas/Ethanol V8 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC10706 | 2014 Chevrolet Tahoe 2WD 4dr Commercial | $43,600.00 |
| | **OPTIONS** | |
| ZW7 | SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE | $0.00 |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| LMG | ENGINE, VORTEC 5.3L V8 SFI FLEXFUEL | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| GU4 | REAR AXLE, 3.08 RATIO | $0.00 |
| C5Y | GVWR, 7100 LBS. (3221 KG) | $0.00 |
| 1FL | COMMERCIAL PREFERRED EQUIPMENT GROUP | -$2,305.00 |
| NX7 | WHEELS, 4 - 17" X 7" (43.2 CM X 17.8 CM) STEEL | $0.00 |
| QGI | TIRES, P265/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | SOLID PAINT | $0.00 |
| 50U | SUMMIT WHITE | $0.00 |
| AZ3 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| 19C | EBONY, PREMIUM CLOTH SEAT TRIM | $0.00 |
| US8 | AUDIO SYSTEM, AM/FM STEREO WITH MP3 COMPATIBLE CD PLAYER | $0.00 |
| | **SUBTOTAL** | **$41,295.00** |

SEE NEXT Page

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2014 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC10706

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $995.00 |
| **TOTAL PRICE** | **$42,290.00** |

Est City: 15.00 mpg
Est Highway: 21.00 mpg
Est Highway Cruising Range: 546.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Tahoe 2WD 4dr Commercial | Interior: - Jet Black |
| 5.3L/- TBD - CID Gas/Ethanol V8 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15706 | 2015 Chevrolet Tahoe 2WD 4dr Commercial | $46,300.00 |
| | Base Price MSRP | -43,600.00 |
| | OPTIONS | |
| | Difference ----------2,700.00 | |
| AVF | 2015 INTERIM PROCESSING CODE | $0.00 |
| ZW7 | SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE | $0.00 |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| L83 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| GU4 | REAR AXLE, 3.08 RATIO | $0.00 |
| 1FL | COMMERCIAL PREFERRED EQUIPMENT GROUP | -$1,180.00 |
| RD6 | WHEELS, 17" X 8" PAINTED STEEL | $0.00 |
| RC3 | TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL | $0.00 |
| RC4 | TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL | INC |
| ZY1 | PAINT SCHEME, SOLID APPLICATION | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AZ3 | SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER | $0.00 |
| H0U | JET BLACK, CLOTH SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT J | $0.00 |
| AG1 | SEAT ADJUSTER, DRIVER 10-WAY POWER | $0.00 |
| AG2 | SEAT ADJUSTER, FRONT PASSENGER 6-WAY POWER | INC |
| | **SUBTOTAL** | **$45,120.00** |

SEE NEXT PAGE

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| **TOTAL PRICE** | **$46,315.00** |

Est City: 16.00 mpg
Est Highway: 23.00 mpg
Est Highway Cruising Range: 598.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 38 | Program Vehicles | Discount (%) Off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned) | ____5___% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 39 | Third Party (not OEM) Options | Discount (%) Off Third Party (not OEM Options | Discount (%) Off Third Party (not OEM Options) | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 40 | Parts | Discount (%) Off Parts | Discount (%) Off Parts | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 41 | Extended Warranty | Discount (%) Off Extended Service Maintenance Agreements | Discount (%) Off Extended Service Maintenance Agreements | _____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 42 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle** -- State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 43 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

ENTITY Caldwell Automotive Partners, LLC Status:Active

DUNS: 003984249 +4: CAGE Code: 6X8E1 DoDAAC:

Expiration Date: May 5, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 800 State Highway 21 E
City: Caldwell State/Province: TEXAS
ZIP Code: 77836-4512 Country: UNITED STATES

***REVIEWED***
***By Oscar Garza at 2:51 pm, Feb 26, 2015***

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

| | |
|---|---|
| **Vendor Name:** | Caldwell Country Chevrolet |
| **Address:** | P. O. Box 27<br>Caldwell, TX 77836 |
| **Phone Number:** | (979) 567-6116 |
| **Email:** | aknapp@caldwellcountry.com |
| **Website:** | http://www.caldwellcountry.com |
| **Federal ID:** | 14-1856872 |
| **Contact:** | Averyt Knapp |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 12:03 pm, Feb 24, 2015*

**FINAL**

**APPROVED**
*By Rudy Salinas at 6:18 pm, Feb 26, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

RECEIVED
By Oscar Garza at 1:46 pm, Feb 19, 2015

# CALDWELL COUNTRY FORD - CHEVROLET

**800 HWY. 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD BID 430-13**

**End User:** HIDALGO COUNTY
**Contact:** RICHARD OZUNA
**Phone/email:** 956 393-6022
**Product Description:** CHEVROLET TAHOE

**Caldwell Rep:** ALAN WILEY
**Phone/email:** 254 865-9112 alan@caldwellcountry.com
**Date:** Wednesday, January 28, 2015

**A. Bid Series:** 21 — **A. Base Price:** $ 31,992.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| | 5.3L FLEX FUEL V8 GAS | STD | CK | 2015 4X4 TAHOE LT | $ 7,854.00 |
| | 6-SPEED AUTOMATIC | STD | 15706 | LEATHER SEATS | INCL |
| | AM-FM CD | STD | | SMOOTH RIDE PACKAGE | INCL |
| | TILT/CRUISE | STD | | BLUETOOTH COMMUNICATIONS | INCL |
| | FRONT AND REAR A/C | STD | I06 | NAVIGATION HD RADIO | $ 470.00 |
| | POWER WINDOWS-LOCKS-mirrors | STD | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | WHITE EXTERIOR | COLOR |

$10,155.00 MSRP Difference

**Total of B. Published Options:** $ 8,324.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

| | | |
|---|---|---|
| D. | Pre-delivery Inspection: | |
| E. | Texas State Inspection: | |
| F. | Manufacturer Destination/Delivery: | |
| G. | Floor Plan Interest (for in-stock and/or equipped vehicles): | |
| H | Lot Insurance (for in-stock and/or equipped vehicles): | |
| I. | Contract Price Adjustment: | |
| J. | Additional Delivery Charge: 354 miles | $ 1,000.00 |
| K. | Subtotal: | $ 41,316.00 |
| L. | Quantity Ordered 1 x K = | $ 41,316.00 |
| M. | Trade in: | |
| N. | BUYBOARD FEE PER PURCHASE ORDER | $ 400.00 |
| O. | TOTAL PURCHASE PRICE WITH BUYBOARD FEE | $ 41,716.00 |

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: 31

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Express Cutaway Van (CG33503). Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment. Line Item 31 | N/A | $20,642.00 |
| Caldwell Country Chevrolet | Chevrolet Silverado 3500HD Chassis Cab (CC31003). Silverado Classic 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufactuer's standard equipment. Line Item 28. | N/A | $23,890.00 |
| Caldwell Country Chevrolet | Chevrolet Tahoe (CC10706-1FL) Sport Utility. Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment. Line Item 21 | N/A | $31,992.00 |

**Extended Product Information**

**Reference Number:** 430-13

**Part Number:** CC10706-1FL

**Unit Measure:** EA

**Vendor Website:** http://www.caldwellcountry.com

**Full Description:** Chevrolet Tahoe (CC10706-1FL) Sport Utility. Chevrolet Tahoe 2WD Model complete with all manufactui equipment. Line Item 21

Showing 1 to 3 of 3 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Additional Resources

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 21 | Chevrolet Tahoe (CC10706-1FL) | Sport Utility | **Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment | $28,176.00 | 2014 TAHOE SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 22 | Chevrolet Suburban (CC15906-1FL) | Sport Utility | **Chevrolet Suburban (CC15906-1FL) Sport Utility --** Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment | $31,525.00 | 2014 SUBURBAN | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 23 | Chevrolet Colorado Pickup (CS15653) | Extended Cab Pickup | **Chevrolet Colorado Extended Cab (CS15653) Pickup --** Extended cab, 2WD, complete with all manufacturer's standard equipment | $23,717.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 24 | Chevrolet Silverado 1500 Pickup (CC10703) | Full Size Pickup, 1/2 ton, Regular cab | **Chevrolet Silverado 1500 Full Size (CC10703) Pickup --** 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $17,445.00 | 2014 1500 REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 25 | Chevrolet Silverado 2500HD Pickup (CC25903) | Full Size Pickup, 3/4 ton, Regular Cab | **Chevrolet Silverado 2500HD Full Size (CC25903) Pickup--** 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment | $20,340.00 | 2014 2500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 26 | Chevrolet Silverado 3500HD Pickup (CC35903) | Full Size Pickup, 1 ton, Regular Cab | **Chevrolet Silverado 3500HD Full Size (CC35903) Pickup--** 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $21,946.00 | 2014 3500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**REVIEWED**
*By Oscar Garza at 2:58 pm, Feb 23, 2015*

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2014 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC10706

## *WINDOW STICKER*

| | |
|---|---|
| 2014 Chevrolet Tahoe 2WD 4dr Commercial | Interior: - Ebony |
| 5.3L/323 CID Gas/Ethanol V8 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC10706 | 2014 Chevrolet Tahoe 2WD 4dr Commercial | $43,600.00 |
| | **OPTIONS** | |
| ZW7 | SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE | $0.00 |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| LMG | ENGINE, VORTEC 5.3L V8 SFI FLEXFUEL | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| GU4 | REAR AXLE, 3.08 RATIO | $0.00 |
| C5Y | GVWR, 7100 LBS. (3221 KG) | $0.00 |
| 1FL | COMMERCIAL PREFERRED EQUIPMENT GROUP | -$2,305.00 |
| NX7 | WHEELS, 4 - 17" X 7" (43.2 CM X 17.8 CM) STEEL | $0.00 |
| QGI | TIRES, P265/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | SOLID PAINT | $0.00 |
| 50U | SUMMIT WHITE | $0.00 |
| AZ3 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| 19C | EBONY, PREMIUM CLOTH SEAT TRIM | $0.00 |
| US8 | AUDIO SYSTEM, AM/FM STEREO WITH MP3 COMPATIBLE CD PLAYER | $0.00 |
| | **SUBTOTAL** | **$41,295.00** |

SEE NEXT Page

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2014 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC10706

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $995.00 |
| **TOTAL PRICE** | **$42,290.00** |

Est City: 15.00 mpg
Est Highway: 21.00 mpg
Est Highway Cruising Range: 546.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 373.0, Data updated 2/11/2015
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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr LT CK15706

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Tahoe 4WD 4dr LT | Interior: - Jet Black/Dark Ash |
| 5.3L/- TBD - CID Gas/Ethanol V8 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CK15706 | 2015 Chevrolet Tahoe 4WD 4dr LT | $53,755.00 |
| CC10706 | 2014 Chevrolet Tahoe 2WD Commercial ---------- | - $ 43,600.00 |
| | MSRP PRICE DIFFERENCE---------- | $ 10,155.00 |
| | **OPTIONS** | |
| AVF | 2015 INTERIM PROCESSING CODE | $0.00 |
| ZW7 | SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE | $0.00 |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| L83 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| GU4 | REAR AXLE, 3.08 RATIO | $0.00 |
| 1LT | LT PREFERRED EQUIPMENT GROUP | $0.00 |
| PZX | WHEELS, 18" X 8.5" (45.7 CM X 21.6 CM) ALUMINUM WITH HIGH-POLISHED FI | $0.00 |
| RKX | TIRES, P265/65R18 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT SCHEME, SOLID APPLICATION | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AN3 | SEATING, FRONT BUCKET WITH LEATHER-APPOINTED SEATING | $0.00 |
| H2V | JET BLACK/DARK ASH, LEATHER-APPOINTED SEAT TRIM | $0.00 |
| IO6 | AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH NAVIGATION, AM/FM STE | $495.00 |
| VQ3 | FLEET PROCESSING OPTION | $0.00 |
| | **SUBTOTAL** | **$54,250.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 370.0, Data updated 1/20/2015
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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr LT CK15706

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| **TOTAL PRICE** | **$55,445.00** |

Est City: 16.00 mpg
Est Highway: 22.00 mpg
Est Highway Cruising Range: 572.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 370.0, Data updated 1/20/2015
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Customer File:

BuyBoard Cooperative Purchasing

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 38 | Program Vehicles | Discount (%) Off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned) | ____5___% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 39 | Third Party (not OEM) Options | Discount (%) Off Third Party (not OEM Options | Discount (%) Off Third Party (not OEM Options) | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 40 | Parts | Discount (%) Off Parts | Discount (%) Off Parts | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 41 | Extended Warranty | Discount (%) Off Extended Service Maintenance Agreements | Discount (%) Off Extended Service Maintenance Agreements | _____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 42 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 43 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

ENTITY Caldwell Automotive Partners, LLC Status:Active

DUNS: 003984249 +4: CAGE Code: 6X8E1 DoDAAC:

Expiration Date: May 5, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 800 State Highway 21 E
City: Caldwell State/Province: TEXAS
ZIP Code: 77836-4512 Country: UNITED STATES

***REVIEWED***
***By Oscar Garza at 2:51 pm, Feb 26, 2015***

**Zimbra** **oscar.garza@co.hidalgo.tx.us**

## Sheriffs 4x4 Tahoe 4x4 LT

**From :** Oscar Garza <oscar.garza@co.hidalgo.tx.us> Thu, Feb 19, 2015 02:44 PM
**Subject :** Sheriffs 4x4 Tahoe 4x4 LT 2 attachments
**To :** Alan Wiley <alan@caldwellcountry.com>
**Cc :** Richard Ozuna <richard.ozuna@hidalgoso.org>

Alan as per our conversation attached is the price verification backup for your review. Please make the necessary modifications and send it back.

Should you have any questions, please let me know.

Thank you!

--

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us
☐ Is it really necessary to print this email?

**clip_image001.jpg**
3 KB

**PV Preliminary (1) 2-19-15.pdf**
3 MB

SHERIFF'S OFFICE
(1) NEW 2015 CHEVROLET 1500 4X2 PU CREW CAB

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Vendor Contract Information

Back



| | |
|---|---|
| **Vendor Name:** | Caldwell Country Chevrolet |
| **Address:** | P. O. Box 27<br>Caldwell, TX 77836 |
| **Phone Number:** | (979) 567-6116 |
| **Email:** | aknapp@caldwellcountry.com |
| **Website:** | http://www.caldwellcountry.com |
| **Federal ID:** | 14-1856872 |
| **Contact:** | Averyt Knapp |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 4:34 pm, Feb 26, 2015*

**FINAL**

**APPROVED**
*By Rudy Salinas at 5:55 pm, Feb 26, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# CALDWELL COUNTRY FORD-CHEVROLET

**800 HWY 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD 430-13**

**End User:** HIDALGO COUNTY **Caldwell Rep:** ALAN WILEY 254 865-9112

**Contact:** RICHARD OZUNA 956 393-6022 **Date:** 26-Feb-15

**Product Description:** CHEVROLET 1500 PICKUP

**A. Bid Series:** 24 **A. Base Price:** $ 18,775.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| CC | 2015 CREW CAB LT 4X2 | $ 5,630.00 | RBX | ALL TERRIAN TIRES | $ 190.00 |
| 15543 | SHORT BED PICKUP TRUCK | INCL | JL1 | TRAILER BRAKE CONTROLLER | $ 218.00 |
| LT | TILT/CRUISE | INCL | | | |
| | 4.3L V6 GAS | INCL | UD7 | REAR PARK ASSIST | $ 280.00 |
| | 6-SPEED AUTOMATIC | INCL | UF2 | LED CARGO BOX LIGHTING | $ 57.00 |
| A95 | CLOTH BUCKET SEATS | $ 755.00 | VAV | ALL WEATHER FLOOR MATS | $ 152.00 |
| | WITH CONSOLE | INCL | PCV | LT FLEET PLUS PACAKGE | $ 465.00 |
| | CARPET | INCL | PDU | ALL STAR EDITION PACKAGE | $ 2,375.00 |
| | AIR CONDITIONING | INCL | | POWER DRIVERS SEAT | INCL |
| L83 | 5.3L V8 GAS | $ 1,040.00 | | REMOTE VEHICLE START | INCL |
| | POWER WINDOWS-LOCKS | INCL | | TRAILER TOW PACKAGE | INCL |
| | POWER MIRRORS | INCL | | LOCKING DIFFERENTIAL | INCL |
| | REMOTE KEYLESS ENTRY | INCL | | REAR VISION CAMERA | INCL |

**Total of B. Published Options:** $ 11,162.00

Published Options (Continued)

**C. ~~Unpublished Options [Itemize each below, not to exceed 25%]~~** $= ~~3.0 %~~

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| PLEASE FAX PURCHASE ORDERS TO | NOTE | VBJ UNDER REAR SEAT STORAGE | $ 213.00 |
| 254 865-9118 | | VQK FRONT/REAR SPLASH GUARDS | $ 142.00 |
| alan@caldwellcountry.com | E-MAIL | VUK TAILGATE LINER | $ 71.00 |
| | | 1SZ ALL STAR EDITION PKG DISCOUNT | $ (750.00) |
| FHS FLEX FUEL ENGINE SAME AS 2014 | $ 95.00 | REAR WINDOW DEFROSTER | INCL |
| PDQ LPO CHROME APPEARANCE PKG | $ 826.00 | 110 VOLT POWER OUTLET | INCL |
| CHROME RUNNING BAR STEPS | INCL | PZX ALUMINUM WHEELS | $ 293.00 |
| | | FOG LAMPS | INCL |
| ESTIMATED DELIVERY IN 60-90 DAYS | NOTE | MY LINK AUDIO SYSTEM | INCL |
| | | POWER ADJUSTABLE PEDALS | INCL |
| BROWNSTONE METALLIC | COLOR | POWER SLIDING REAR WINDOW | INCL |

Published

**Total of C. ~~Unpublished~~ Options:** $ 890.00

**D. Contract Price Adjustment:**

**E. Delivery Charges:** 354 $ 1,000.00

**F. Total of A + B + C + D + E = F** $ 31,827.00

**G. Quantity Ordered** 1 **x F =** $ 31,827.00

**H. BUYBOARD FEE PER PURCHASE ORDER** $ 400.00

**I. Non-Equip Charges & Credits**

**J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** $ 32,227.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: 18

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all manufacturer's standard equipment. Line Item 24 | N/A | $18,775.00 |

**Extended Product Information**

| | |
|---|---|
| **Reference Number:** | 430-13 |
| **Part Number:** | CC10703 |
| **Unit Measure:** | EA |
| **Vendor Website:** | http://www.caldwellcountry.com |
| **Full Description:** | Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all ma standard equipment. Line Item 24 |

| | | | |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Impala LS (1WF19) Mid Size Sedan. Chevrolet Impala LS model complete with all manufacturer's standard equipment. Line Item 16 | N/A | $18,985.00 |
| Caldwell Country Chevrolet | Chevrolet Malibu LS (1GB69) Mid Size Sedan. Chevrolet Malibu LS model complete with all manufacturer's standard equipment. Line Item 17 | N/A | $18,365.00 |

Showing 1 to 3 of 3 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Additional Resources

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 21 | Chevrolet Tahoe (CC10706-1FL) | Sport Utility | **Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment | $28,176.00 | 2014 TAHOE SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 22 | Chevrolet Suburban (CC15906-1FL) | Sport Utility | **Chevrolet Suburban (CC15906-1FL) Sport Utility --** Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment | $31,525.00 | 2014 SUBURBAN | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 23 | Chevrolet Colorado Pickup (CS15653) | Extended Cab Pickup | **Chevrolet Colorado Extended Cab (CS15653) Pickup --** Extended cab, 2WD, complete with all manufacturer's standard equipment | $23,717.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 24 | Chevrolet Silverado 1500 Pickup (CC10703) | Full Size Pickup, 1/2 ton, Regular cab | **Chevrolet Silverado 1500 Full Size (CC10703) Pickup --** 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $17,445.00 | 2014 1500 REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 25 | Chevrolet Silverado 2500HD Pickup (CC25903) | Full Size Pickup, 3/4 ton, Regular Cab | **Chevrolet Silverado 2500HD Full Size (CC25903) Pickup--** 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment | $20,340.00 | 2014 2500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 26 | Chevrolet Silverado 3500HD Pickup (CC35903) | Full Size Pickup, 1 ton, Regular Cab | **Chevrolet Silverado 3500HD Full Size (CC35903) Pickup--** 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $21,946.00 | 2014 3500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

Base Model

**Prepared By:**
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | Interior: - Dark Ash with Jet Black Interior Acc |
| 4.3L/262 CID Gas/Ethanol V6 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15703 | 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | $26,105.00 |
| | **OPTIONS** | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| LV3 | ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DI | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C7K | GVWR, 6500 LBS. (2948 KG) | $0.00 |
| GU5 | REAR AXLE, 3.23 RATIO | $0.00 |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP | $0.00 |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| H2Q | DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB | $0.00 |
| FHS | E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA | $0.00 |
| | **SUBTOTAL** | **$26,105.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 366.0, Data updated 12/24/2014
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Customer File:

**Prepared By:**
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwlley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| **TOTAL PRICE** | **$27,300.00** |

Est City: 18.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 624.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 366.0, Data updated 12/24/2014
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**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Crew Cab 143.5" LT w

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Silverado 1500 2WD Crew Cab 143.5" LT w/1LT | Interior: - Jet Black |
| * 5.3L/325 CID * Gas/Ethanol V8 | Exterior 1: - Brownstone Metallic |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15543 | 2015 Chevrolet Silverado 1500 2WD Crew Cab 143.5" LT w/1LT | $36,745.00 |
| | OPTIONS | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| L83 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | $1,095.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C5W | GVWR, 7000 LBS. (3175 KG) | INC |
| GU4 | REAR AXLE, 3.08 RATIO | INC |
| 1LT | 1LT PREFERRED EQUIPMENT GROUP | $0.00 |
| PZX | WHEELS, 18" X 8.5" (45.7 CM X 21.6 CM) BRIGHT-MACHINED ALUMINUM | $345.00 |
| RBX | TIRES, P265/65R18 ALL-TERRAIN, BLACKWALL | $200.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GWX | BROWNSTONE METALLIC | $0.00 |
| A95 | SEATS, FRONT CLOTH BUCKET WITH (KA1) HEATED SEAT CUSHIONS AND | $845.00 |
| H0U | JET BLACK, CLOTH SEAT TRIM | $0.00 |
| IO5 | CHEVROLET MYLINK AUDIO SYSTEM, 8" DIAGONAL COLOR TOUCH WITH A | INC |
| ___ | OPTION/PACKAGE DISCOUNT | -$750.00 |
| PCV | LT FLEET PLUS PACKAGE | $490.00 |
| PDU | ALL STAR EDITION | $2,500.00 |
| PDQ | LPO, CHROME APPEARANCE PACKAGE | $920.00 |
| Z82 | TRAILERING PACKAGE | INC |
| FHS | E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA | $100.00 |
| G80 | DIFFERENTIAL, HEAVY-DUTY LOCKING REAR | INC |

CC15703 2015 Chevrolet Silverado 1500 2WD Reg Cab
MSRP Diff. -26,105.00
$10,640.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Crew Cab 143.5" LT w

## *WINDOW STICKER*

| | | |
|---|---|---|
| KNP | COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER | INC |
| ___ | BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENA | INC |
| JL1 | TRAILER BRAKE CONTROLLER, INTEGRATED | $230.00 |
| VQZ | LPO, POLISHED EXHAUST TIP | INC |
| RC4 | TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL | INC |
| VXJ | LPO, ASSIST STEPS, CHROMED TUBULAR, 4" ROUND | INC |
| VLQ | CHROME RECOVERY HOOKS | INC |
| UF2 | LED LIGHTING, CARGO BOX | $60.00 |
| VUK | LPO, TAILGATE LINER | $80.00 |
| VQK | LPO, FRONT AND REAR MOLDED SPLASH GUARDS, BLACK | $155.00 |
| T3U | FOG LAMPS, FRONT, HALOGEN | INC |
| UD7 | REAR PARK ASSIST, ULTRASONIC | $295.00 |
| KA1 | SEATING, HEATED DRIVER AND FRONT PASSENGER | INC |
| D07 | CONSOLE, FLOOR MOUNTED, RECONFIGURABLE | INC |
| VAV | LPO, ALL-WEATHER FLOOR MATS, FRONT AND REAR | $160.00 |
| N37 | STEERING COLUMN, MANUAL TILT AND TELESCOPING | $0.00 |
| JF4 | PEDALS, POWER-ADJUSTABLE | INC |
| BTV | REMOTE VEHICLE STARTER SYSTEM | INC |
| UG1 | UNIVERSAL HOME REMOTE | INC |
| UTJ | THEFT-DETERRENT SYSTEM, UNAUTHORIZED ENTRY | INC |
| CJ2 | AIR CONDITIONING, DUAL-ZONE AUTOMATIC CLIMATE CONTROL | INC |
| C49 | DEFOGGER, REAR-WINDOW ELECTRIC | INC |
| A48 | WINDOW, POWER, REAR SLIDING WITH REAR DEFOGGER | INC |
| KI4 | POWER OUTLET, 110-VOLT AC | INC |
| VBJ | LPO, REAR UNDERSEAT STORAGE, COMPOSITE STORAGE BIN | $230.00 |
| UVC | REAR VISION CAMERA WITH DYNAMIC GUIDE LINES | INC |
| VQ3 | FLEET PROCESSING OPTION | $0.00 |
| | **SUBTOTAL** | **$43,700.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

**Prepared By:**
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



## 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Crew Cab 143.5" LT w

### *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| **TOTAL PRICE** | **$44,895.00** |

Est City: * 16.00 mpg
Est Highway: * 23.00 mpg
Est Highway Cruising Range: * 598.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 38 | Program Vehicles | Discount (%) Off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned) | ____5___% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 39 | Third Party (not OEM) Options | Discount (%) Off Third Party (not OEM Options | Discount (%) Off Third Party (not OEM Options) | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 40 | Parts | Discount (%) Off Parts | Discount (%) Off Parts | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 41 | Extended Warranty | Discount (%) Off Extended Service Maintenance Agreements | Discount (%) Off Extended Service Maintenance Agreements | _____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 42 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 43 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

| | | |
|---|---|---|
| ENTITY | Caldwell Automotive Partners, LLC | Status:Active |
| DUNS: 003984249 | +4: | CAGE Code: 6X8E1 DoDAAC: |
| Expiration Date: May 5, 2015 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 800 State Highway 21 E<br>City: Caldwell<br>ZIP Code: 77836-4512 | | State/Province: TEXAS<br>Country: UNITED STATES |

***REVIEWED***
***By Oscar Garza at 2:51 pm, Feb 26, 2015***

SHERIFF'S OFFICE
(4) NEW 2015 CHEV 1500 PU 4X4 CREWCAB

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back



| | |
|---|---|
| **Vendor Name:** | Caldwell Country Chevrolet |
| **Address:** | P. O. Box 27<br>Caldwell, TX 77836 |
| **Phone Number:** | (979) 567-6116 |
| **Email:** | aknapp@caldwellcountry.com |
| **Website:** | http://www.caldwellcountry.com |
| **Federal ID:** | 14-1856872 |
| **Contact:** | Averyt Knapp |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 4:14 pm, Feb 26, 2015*

**FINAL**

**APPROVED**
*By Rudy Salinas at 9:42 am, Feb 27, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

# CALDWELL COUNTRY FORD-CHEVROLET

**800 HWY 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD 430-13**

**End User:** HIDLAGO COUNTY **Caldwell Rep:** ALAN WILEY 254 865-9112

**Contact:** CAPT. RICHARD OZUNA 956-393-6022 **Date:** 26-Feb-15

**Product Description:** CHEVROLET 1500 PICKUP

**A. Bid Series:** 24 **A. Base Price:** $ 18,775.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| CK | 2015 CREW CAB 4X4 | $ 6,586.00 | PCR | CONVENIENCE PACKAGE | $ 304.00 |
| 15543 | SHORT BED PICKUP TRUCK | INCL | | POWER MIRRORS | INCL |
| | TILT/CRUISE | INCL | | REMOTE KEYLESS ENTRY | INCL |
| | POWER WINDOWS-LOCKS | INCL | NQH | 4X4 SHIFT ON THE FLY | $ 190.00 |
| | 6-SPEED AUTOMATIC | INCL | 5W4 | SPECIAL SERVICE PACKAGE | $ 1,525.00 |
| | AM-FM RADIO | INCL | | 5.3L V8 GAS | INCL |
| | CLOTH 40-20-40 SEAT | INCL | | 170 AMP ALT & HD BATTERY | INCL |
| | RUBBER FLOOR | INCL | | CLOTH BUCKETS FRONT | INCL |
| | AIR CONDITIONING | INCL | | NO CENTER CONSOLE | INCL |
| UVC | REAR VISION CAMERA | $ 190.00 | | REAR VINYL SEAT | INCL |
| 9G8 | INOP DAYTIME RUNNING | $ 9.00 | | 110 VOLT AC OUTLET | INCL |
| | LIGHTS | | Z82 | TRAILER TOW PACKAGE | $ 356.00 |
| | | | FHS | FLEX FUEL E85 ENGINE | $ 95.00 |

**Total of B. Published Options:** $ 9,255.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| PLEASE FAX PURCHASE ORDERS TO | NOTE | DELIVER TO SHERIFF"S DEPT | |
| 254 865-9118 | | EDINBURG, TEXAS | |
| alan@caldwellcountry.com | E-MAIL | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | ESTIMATED DELIVERY IN 90-120 DAYS | NOTE |
| | | WHITE | COLOR |

**Total of C. Unpublished Options:** $ -

**D. Contract Price Adjustment:**

**E. Delivery Charges:** 354 miles $ 1,000.00

**F. Total of A + B + C + D + E = F** $ 29,030.00

**G. Quantity Ordered** 4 **x F =** $ 116,120.00

**H. BUYBOARD FEE PER PURCHASE ORDER** $ 400.00

**I. Non-Equip Charges & Credits**

**J. TOTAL PURCHASE PRICE** $ 116,520.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: 18

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all manufacturer's standard equipment. Line Item 24 | N/A | $18,775.00 |

**Extended Product Information**

**Reference Number:** 430-13
**Part Number:** CC10703
**Unit Measure:** EA
**Vendor Website:** http://www.caldwellcountry.com
**Full Description:** Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all ma standard equipment. Line Item 24

| | | | |
|---|---|---|---|
| Caldwell Country Chevrolet | Chevrolet Impala LS (1WF19) Mid Size Sedan. Chevrolet Impala LS model complete with all manufacturer's standard equipment. Line Item 16 | N/A | $18,985.00 |
| Caldwell Country Chevrolet | Chevrolet Malibu LS (1GB69) Mid Size Sedan. Chevrolet Malibu LS model complete with all manufacturer's standard equipment. Line Item 17 | N/A | $18,365.00 |

Showing 1 to 3 of 3 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Additional Resources

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 21 | Chevrolet Tahoe (CC10706-1FL) | Sport Utility | **Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment | $28,176.00 | 2014 TAHOE SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 22 | Chevrolet Suburban (CC15906-1FL) | Sport Utility | **Chevrolet Suburban (CC15906-1FL) Sport Utility --** Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment | $31,525.00 | 2014 SUBURBAN | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 23 | Chevrolet Colorado Pickup (CS15653) | Extended Cab Pickup | **Chevrolet Colorado Extended Cab (CS15653) Pickup --** Extended cab, 2WD, complete with all manufacturer's standard equipment | $23,717.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 24 ✓ | Chevrolet Silverado 1500 Pickup (CC10703) | Full Size Pickup, 1/2 ton, Regular cab | **Chevrolet Silverado 1500 Full Size (CC10703) Pickup --** 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $17,445.00 | 2014 1500 REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 25 | Chevrolet Silverado 2500HD Pickup (CC25903) | Full Size Pickup, 3/4 ton, Regular Cab | **Chevrolet Silverado 2500HD Full Size (CC25903) Pickup--** 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment | $20,340.00 | 2014 2500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 26 | Chevrolet Silverado 3500HD Pickup (CC35903) | Full Size Pickup, 1 ton, Regular Cab | **Chevrolet Silverado 3500HD Full Size (CC35903) Pickup--** 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment | $21,946.00 | 2014 3500HD REGULAR CAB | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

Base Model

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | Interior: - Dark Ash with Jet Black Interior Acc |
| 4.3L/262 CID Gas/Ethanol V6 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CC15703 | 2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck | $26,105.00 |
| | **OPTIONS** | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| LV3 | ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DI | $0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C7K | GVWR, 6500 LBS. (2948 KG) | $0.00 |
| GU5 | REAR AXLE, 3.23 RATIO | $0.00 |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP | $0.00 |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| H2Q | DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB | $0.00 |
| FHS | E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA | $0.00 |
| | **SUBTOTAL** | **$26,105.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

December 30, 2014 1:17:38 PM

**Prepared By:**
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

## *WINDOW STICKER*

| | |
|---|---|
| Advert/Adjustments | $0.00 |
| Destination Charge | $1,195.00 |
| TOTAL PRICE | **$27,300.00** |

Est City: 18.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 624.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" Wor

## *WINDOW STICKER*

| | |
|---|---|
| 2015 Chevrolet Silverado 1500 4WD Crew Cab 143.5" Work Truck | Interior: - Dark Ash with Jet Black Interior Acc |
| * 5.3L/325 CID * Gas/Ethanol V8 | Exterior 1: - Summit White |
| * 6-Speed Automatic | Exterior 2: - No color has been selected. |

| CODE | MODEL | MSRP |
|---|---|---|
| CK15543 | 2015 Chevrolet Silverado 1500 4WD Crew Cab 143.5" Work Truck | $37,380.00 |
| CC15703 | 2015 CHEVROLET SILVERADO 1500 2WD REG CAB | 26,105.00 |
| | MSRP DIFFERENCE | 11,275.00 |
| | **OPTIONS** | |
| FE9 | EMISSIONS, FEDERAL REQUIREMENTS | $0.00 |
| L83 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | INC |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | $0.00 |
| C5Z | GVWR, 7200 LBS. (3266 KG) | INC |
| GU4 | REAR AXLE, 3.08 RATIO | INC |
| 1WT | 1WT PREFERRED EQUIPMENT GROUP | $0.00 |
| RBZ | TIRES, P255/70R17 ALL-SEASON, BLACKWALL | $0.00 |
| ZY1 | PAINT, SOLID | $0.00 |
| GAZ | SUMMIT WHITE | $0.00 |
| AE7 | SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT | $0.00 |
| H2R | DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM | $0.00 |
| IO3 | AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB | $0.00 |
| PCR | WT FLEET CONVENIENCE PACKAGE | $320.00 ✓ |
| 5W4 | SPECIAL SERVICE PACKAGE | $1,790.00 ✓ |
| Z82 | TRAILERING PACKAGE | $375.00 ✓ |
| FHS | E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA | $100.00 ✓ |
| NQH | TRANSFER CASE, ELECTRONIC AUTOTRAC WITH ROTARY DIAL CONTROL | $200.00 ✓ |
| KNP | COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER | INC |
| K47 | AIR CLEANER, HIGH-CAPACITY | INC |
| ____ | BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENA | INC |

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administrator
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Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com



# 2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" Wor

## *WINDOW STICKER*

| | | |
|---|---|---|
| K4D | BATTERY, 730 COLD-CRANKING AMPS | INC |
| KW7 | ALTERNATOR, 170 AMP | INC |
| DL8 | MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE | INC |
| AQQ | REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS | INC |
| KI4 | POWER OUTLET, 110-VOLT AC | INC |
| UVC | REAR VISION CAMERA WITH DYNAMIC GUIDE LINES | $200.00 |
| VQ3 | FLEET PROCESSING OPTION | $0.00 |
| | **SPECIAL EQUIPMENT OPTIONS** | |
| 9U3 | SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRI | $0.00 |
| 5T5 | SEATS, 2ND ROW VINYL WITH FRONT CLOTH SEATS | $0.00 |
| 9G8 | DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE | $10.00 |
| | **SUBTOTAL** | **$40,375.00** |
| | Advert/Adjustments | $0.00 |
| | Destination Charge | $1,195.00 |
| | **TOTAL PRICE** | **$41,570.00** |

Est City: * 16.00 mpg
Est Highway: 22.00 mpg
Est Highway Cruising Range: 572.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 38 | Program Vehicles | Discount (%) Off Program Vehicles (Lease and/or Pre-Owned) | Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned) | ____5___% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 39 | Third Party (not OEM) Options | Discount (%) Off Third Party (not OEM Options | Discount (%) Off Third Party (not OEM Options) | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 40 | Parts | Discount (%) Off Parts | Discount (%) Off Parts | ____5____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 41 | Extended Warranty | Discount (%) Off Extended Service Maintenance Agreements | Discount (%) Off Extended Service Maintenance Agreements | _____% | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| **DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES** | | | | | | |
| 42 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 43 | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles | $2.85/MILE | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

| | | |
|---|---|---|
| ENTITY | Caldwell Automotive Partners, LLC | Status:Active |
| DUNS: 003984249 | +4: | CAGE Code: 6X8E1 DoDAAC: |
| Expiration Date: May 5, 2015 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 800 State Highway 21 E<br>City: Caldwell<br>ZIP Code: 77836-4512 | State/Province: TEXAS<br>Country: UNITED STATES | |

***REVIEWED***
***By Oscar Garza at 2:51 pm, Feb 26, 2015***

**AI -48897** **Purchasing Department** **24. L. 2.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting approval to purchase One (1) New 2016 Ford Explorer through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of **$24,436.00** which includes delivery and a one time administration fee of $400.00. (Project #2015-108-OGG)

**BACKGROUND**

Purchase of proposed unit is through the Vehicle Replacement Program.

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 5-1304-421-00-280-092-0-752

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

**BUDGETARY IMPACT:**

Acct #5-1304-421-00-280-092-0-752a as provided by Sheriff's Office

## Attachments

1-Ford Explorer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:46 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:21 PM |
| Obdett Calzada | Obdett Calzada | 03/13/2015 05:09 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Oscar Garza | | Started On: 03/12/2015 03:53 PM |
| Final Approval Date: 03/13/2015 | | |

SHERIFF'S OFFICE
(1) NEW 2016 FORD EXPLORER

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



## Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

| | |
|---|---|
| **Vendor Name:** | Caldwell Country Ford |
| **Address:** | PO Box 27<br>Caldwell, TX 77836 |
| **Phone Number:** | (254) 865-9112 |
| **Email:** | alan@caldwellcountry.com |
| **Federal ID:** | 27-3037856 |
| **Contact:** | Alan Wiley |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Vehicles, Heavy Duty Trucks & Options |
| **Contract#:** | 430-13 |
| **Effective Date:** | 12/01/2013 |
| **Expiration Date:** | 11/30/2016 |
| **Service Fee:** | Purchase order subject to a $400 service fee |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 120 |
| **Shipping Terms:** | Pre-paid and added to invoice |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | All States |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" i is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members. |
| **Quote Reference Number:** | 430-13 |
| **Return Policy:** | Negotiable |

**REVIEWED**
*By Oscar Garza at 1:38 pm, Feb 24, 2015*

**COMPLETED**

**FINAL**

**APPROVED**
*By Rudy Salinas at 7:06 pm, Feb 26, 2015*

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Contact us 800-695-2919

RECEIVED
By Oscar Garza at 3:31 pm, Feb 24, 2015

# CALDWELL COUNTRY FORD - CHEVROLET

**800 HWY. 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD BID 430-13**

**End User:** HIDALGO COUNTY
**Contact:** RICHARD OZUNA
**Phone/email:** 956 393-6022
**Product Description:** FORD EXPLORER

**Caldwell Rep:** ALAN WILEY
**Phone/email:** 254 865-9112 alan@caldwellcountry.com
**Date:** Thursday, February 12, 2015

**A. Bid Series:** 104 **A. Base Price:** $ 22,941.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| K7B | 2016 BASE MODEL | $ 95.00 | | ALUMINUM WHEELS | INCL |
| | 6-SPEED AUTOMATIC | INCL | | AM-FM CD | INCL |
| | A/C AND HEAT | INCL | | | |
| | CLOTH SEATS | INCL | | | |
| | CARPET | INCL | | | |
| | MINI SPARE | INCL | | | |
| | TILT/CRUISE | INCL | | | |
| | POWER WINDOWS-LOCKS | INCL | | | |
| | POWER MIRRORS | INCL | | | |
| | 3RD ROW SEAT | INCL | | INGOT SILVER | COLOR |
| | 3.5L V6 GAS | INCL | | GRAY NOT AVAILABLE | NOTE |

**Total of B. Published Options:** $ 95.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| ESTIMATED DELIVERY IN 120 DAYS | NOTE | PLEASE FAX YOUR PURCHASE ORDER | NOTE |
| | | TO 254 865-9118 | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

| | | | |
|---|---|---|---|
| **D.** | **Pre-delivery Inspection:** | | |
| **E.** | **Texas State Inspection:** | | |
| **F.** | **Manufacturer Destination/Delivery:** | | |
| **G.** | **Floor Plan Interest (for in-stock and/or equipped vehicles):** | | |
| **H** | **Lot Insurance (for in-stock and/or equipped vehicles):** | | |
| **I.** | **Contract Price Adjustment:** | | |
| **J.** | **Additional Delivery Charge:** | 354 miles | $ 1,000.00 |
| **K.** | **Subtotal:** | | $ 24,036.00 |
| **L.** | **Quantity Ordered** | 1 x K = | $ 24,036.00 |
| **M.** | **Trade in:** | | |
| **N.** | **BUYBOARD FEE PER PURCHASE ORDER** | | $ 400.00 |
| **O.** | **TOTAL PURCHASE PRICE WITH BUYBOARD FEE** | | $ 24,436.00 |

**SAM Search Results**
**List of records matching your search for :**
**Functional Area: Entity Management**
**Record Status: Active**
**DUNS Number: 003984249**

| | | |
|---|---|---|
| ENTITY | Caldwell Automotive Partners, LLC | Status:Active |
| DUNS: 003984249 | +4: | CAGE Code: 6X8E1 DoDAAC: |
| Expiration Date: May 5, 2015 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 800 State Highway 21 E<br>City: Caldwell<br>ZIP Code: 77836-4512 | | State/Province: TEXAS<br>Country: UNITED STATES |

***REVIEWED***
***By Oscar Garza at 2:51 pm, Feb 26, 2015***

Phone: 800-695-2919
Fax: 800-211-5454
Email: Info@buyboard.com



## Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

**Refine Your Search:**

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results: 22

| Vendor | Description | Pricing Sheet | Price |
|---|---|---|---|
| Caldwell Country Ford | Ford Transit T-150, 8-Passenger Van (K1Z). Rear wheel drive, 3.7L V6 FFV, 6-speed automatic, 130" WB, 8550# GVWR, complete with all manufacturer's standard equipment. Line Item 122 | N/A | $23,444.00 |
| Caldwell Country Ford | Ford Explorer (K7B) Base Sport Utility. Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment. Line Item 104 | N/A | $22,941.00 |

**Extended Product Information**

**Reference Number:** 430-13

**Part Number:** Explorer

**Unit Measure:** EA

**Full Description:** Ford Explorer (K7B) Base Sport Utility. Explorer base package; 3.5L V6 engine, complete with all manufa equipment. Line Item 105

Showing 1 to 2 of 2 entries (filtered from 20 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| 103 | Ford Expedition Special Services Package (U1F-102A) | Law Enforcement Sport Utility, Full Size | **Expedition SSV Utility (U1F-102A)** -- 5.4L V8 engine, complete with all manufacturer's standard equipment | $23,547.00 | 2014 EXPEDITION SSV UTILITY | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 104 ✓ | Ford Explorer (K7B) | Sport Utility | **Explorer Base Sport Utility (K7B)** -- Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment | $21,998.00 | 2014 EXPLORER SUV BASE FWD | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 105 | Ford Expedition XL (U1F-100A) | Sport Utility | **Expedition XL Sport Utility (U1F-100A)** -- Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment | $25,304.00 | 2014 EXPEDITION XL SUV | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 106 | Ford Expedition XL Extended Length (K1F-100A) | Sport Utility, Extended Length | **Expedition EL Sport Utility (K1F-100A)** -- Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment | $28,519.00 | 2014 EXPEDITION EL XL | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

# Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Delivered Price | Brand and Model | Options |
|---|---|---|---|---|---|---|
| DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES | | | | | | |
| 136 | Repair Labor | Hourly Labor Rate for: **Repair/Service of Vehicle** | **Hourly Labor Rate for Repair/Service of Vehicle** -- State the hourly labor rate for repair/service of Vehicle | $96.00 | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |
| 137 ✓ | Delivery Fees | Per Mile Delivery Fee for Vehicles | **Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles | $2.85/MILE ✓ | | Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE:**

1. *All columns must be completed or response will not be considered.

**2016 Ford Explorer 4dr FWD Base (K7B)**
Engine: 3.5L Ti-VCT V6 (FFV)
Transmission: 6-Speed SelectShift Automatic

2016 model

Exterior (0 P) Ingot Silver Metallic

Interior (0 I) Medium Light Camel

## Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.5L V-6 DOHC w/SMPI 290hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- P245/60R18 BSW AS H-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM/Satellite-prep single CD, MP3 decoder
- Daytime running lights
- Rear child safety locks
- Dual power remote mirrors
- Audio control on steering wheel
- Variable intermittent wipers
- Painted aluminum wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecuriLock immobilizer
- Rear window defogger
- Tachometer
- Message center
- Underseat ducts
- Reclining front bucket seats
- 60-40 folding 2nd row split-bench seat
- 50-50 folding 3rd row split-bench seats

**CITY MPG**
**N/A**



**HIGHWAY MPG**
**N/A**

| | |
|---|---|
| **STANDARD VEHICLE PRICE** | **$30,700.00** |
| **OPTIONAL EQUIPMENT** | |
| Equipment Group 100A | N/C |
| Engine: 3.5L Ti-VCT V6 (FFV) | INC |
| Transmission: 6-Speed SelectShift Automatic | INC |
| 3.39 Non-Limited-Slip Axle Ratio | INC |
| GVWR: 6,160 lbs | INC |
| Tires: P245/60R18 AS BSW | INC |
| Wheels: 18" Aluminum Painted | INC |
| Cloth Bucket Seats | INC |
| 113" Wheelbase | STD |
| Radio: AM/FM Stereo w/Single CD/MP3 Capable | INC |
| Interior : Medium Light Camel | N/C |
| Primary : Ingot Silver Metallic | N/C |
| Accessories and Incentives | $0.00 |
| **SUBTOTAL** | **$30,700.00** |
| Destination | $895.00 |
| **TOTAL** | **$31,595.00** |

**2015 Ford Explorer 4dr FWD Base (K7B)**
Engine: 3.5L Ti-VCT V6 (FFV)
Transmission: 6-Speed SelectShift Automatic

2015 BASE

Exterior (0 P) Oxford White

Interior (0 I) Medium Light Stone

## Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.5L V-6 DOHC w/SMPI 290hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- P245/60R18 BSW AS H-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM/Satellite-prep single CD, MP3 decoder
- Rear child safety locks
- Dual power remote mirrors
- Variable intermittent wipers
- Painted aluminum wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecuriLock immobilizer
- Rear window defogger
- Tachometer
- Message center
- Underseat ducts
- Reclining front bucket seats
- 60-40 folding 2nd row split-bench seat
- 50-50 folding 3rd row split-bench seats
- Audio control on steering wheel

| | |
|---|---|
| **STANDARD VEHICLE PRICE** | **$30,600.00** ✓ |
| **OPTIONAL EQUIPMENT** | |
| Equipment Group 100A | N/C |
| Engine: 3.5L Ti-VCT V6 (FFV) | INC |
| Transmission: 6-Speed SelectShift Automatic | INC |
| 3.39 Axle Ratio | INC |
| GVWR: 6,160 lbs | INC |
| Tires: P245/60R18 AS BSW | INC |
| Wheels: 18" Painted Aluminum | INC |
| Cloth Bucket Seats | INC |
| 113" Wheelbase | STD |
| Radio: AM/FM Stereo w/Single CD/MP3 Capable | INC |
| Interior : Medium Light Stone | N/C |
| Primary : Oxford White | N/C |
| Accessories and Incentives | $0.00 |
| **SUBTOTAL** | **$30,600.00** |
| Destination | $895.00 |
| **TOTAL** | **$31,495.00** |

**CITY MPG**
**17**



**HIGHWAY MPG**
**24**

**AI -48838** **Purchasing Department** **24. M. 1.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Elena Gomez, PURCHASING DEPT.

**Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

## Information

**CAPTION**

A. Pursuant to Code of Criminal Procedures, 103.0031.Collections Contract, action to revert to the original Scoring Criteria/Values for Hidalgo County's RFP-2015-041-"Law Firm to Collect Hidalgo County Delinquent Judicial/JP Courts Fees & Fines-Phased Basis";

B. Presentation of Addendum #1 issued to address minor corrections and re-scheduling of RFP acceptance date from Wed., March 11, 2015 to Wed., April 1, 2015 so as to permit the gathering of data to answer vendor questions (timely submitted) by HC no later than Tuesday, March 24, 2015.

**BACKGROUND**

1. On HCCC meeting of 03-03-2015, action was taken to change the Scoring/Evaluation Sheet by reducing 5 points from all Criteria and Adding a Fee Criteria with a value of 25 points.

2. Notice given to Executive Officer by DA office that fees cannot be considered as part of the Evaluation as the Code of Criminal Procedure 103.0031 Collection Contracts fixes the fee at 30%.

3. As reported to HCCC at meeting of 03-03-15, Purchasing Department staff research has not been able to locate contracts for this service that are not at 30%.

---

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Payment of attorney fees is contingent on amount of revenues collected on behalf of the County.

---

## Attachments

Code of Criminal Procedures

Selection Criteria

ADD

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2015 11:20 AM |
| Budget & Management | Debbie Tamez | 03/13/2015 01:17 PM |
| Manuel Chapa | Manuel Chapa | 03/13/2015 02:26 PM |
| Ivan Cantu | Ivan Cantu | 03/13/2015 03:20 PM |
| Auditor's Office | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Marty Salazar | | Started On: 03/10/2015 04:21 PM |
| Final Approval Date: 03/13/2015 | | |

Acts 2011, 82nd Leg., R.S., Ch. 270 (H.B. 1426), Sec. 1, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 606 (S.B. 373), Sec. 1, eff. September 1, 2011.

Art. 103.0031. COLLECTION CONTRACTS. (a) The commissioners court of a county or the governing body of a municipality may enter into a contract with a private attorney or a public or private vendor for the provision of collection services for one or more of the following items:

(1) debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by:

(A) a court serving the county or a court serving the municipality, as applicable; or

(B) a hearing officer serving the municipality under Chapter 682, Transportation Code;

(2) amounts in cases in which the accused has failed to appear:

(A) as promised under Subchapter A, Chapter 543, Transportation Code, or other law;

(B) in compliance with a lawful written notice to appear issued under Article 14.06(b) or other law;

(C) in compliance with a lawful summons issued under Article 15.03(b) or other law;

(D) in compliance with a lawful order of a court serving the county or municipality; or

(E) as specified in a citation, summons, or other notice authorized by Section 682.002, Transportation Code, that charges the accused with a parking or stopping offense; and

(3) false alarm penalties or fees imposed by a county under Chapter 118 or 233, Local Government Code, or by a municipality under a municipal ordinance.

(b) A commissioners court or governing body of a municipality that enters into a contract with a private attorney or private vendor under this article may authorize the addition of a collection fee in the amount of 30 percent on each item described in Subsection (a) that is more than 60 days past due and has been referred to the attorney or vendor for collection. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The collection fee may be applied to any balance remaining after a partial

credit for time served or community service if the balance is more than 60 days past due. Unless the contract provides otherwise, the court shall calculate the amount of any collection fee due to the governmental entity or to the private attorney or private vendor performing the collection services and shall receive all fees, including the collection fee. With respect to cases described by Subsection (a)(2), the amount to which the 30 percent collection fee applies is:

(1) the amount to be paid that is communicated to the accused as acceptable to the court under its standard policy for resolution of the case, if the accused voluntarily agrees to pay that amount; or

(2) the amount ordered paid by the court after plea or trial.

(c) The governing body of a municipality with a population of more than 1.9 million may authorize the addition of collection fees under Subsection (b) for a collection program performed by employees of the governing body.

(d) A defendant is not liable for the collection fees authorized under Subsection (b) if the court of original jurisdiction has determined the defendant is indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs.

(e) If a county or municipality has entered into a contract under Subsection (a) and a person pays an amount that is less than the aggregate total to be collected under Subsections (a) and (b), the allocation to the comptroller, the county or municipality, and the private attorney or vendor shall be reduced proportionately.

(f) An item subject to collection services under Subsection (a) and to the additional collection fee authorized by Subsection (b) is considered more than 60 days past due under Subsection (b) if it remains unpaid on the 61st day after the following appropriate date:

(1) with respect to an item described by Subsection (a)(1), the date on which the debt, fine, fee, forfeited bond, or court cost must be paid in full as determined by the court or hearing officer;

(2) with respect to an item described by Subsection (a)(2), the date by which the accused promised to appear or was notified, summoned, or ordered to appear; or

(3) with respect to an item described by Subsection (a)(3), the date on which a penalty or fee is due under a rule or order adopted under Chapter 233, Local Government Code, or an ordinance, policy, procedure, or rule of a municipality.

(g) A county or municipality that enters into a contract under Subsection (a) may not use the additional 30 percent collection fee

# EXHIBIT B

# HIDALGO COUNTY
## REQUEST FOR PROPOSAL

**"Legal Services for the Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II"**

# SELECTION CRITERIA

**"Legal Services for the Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II"**
**SELECTION CRITERIA**
**RFP: 2015-041-03-11-MEG**

| Selection Criteria | | Points | Score |
|---|---|---|---|
| **1. Firm's Qualifications** | **(25)** | | |
| Total number of Texas clients | | | |
| ➢ Experience in collecting for Counties, cities and other client in the State of Texas | | | |
| ➢ Experience and stability of key staff members | | | |
| ➢ Reference are required | | | |
| Comments/Rationale For Points: | | | **TOTAL** _____ |
| | | | |
| **2. Collection Procedures** | **(25 pts)** | | |
| ➢ Collection time period, collection techniques utilize for this contract | | | |
| ➢ Payment handling | | | |
| ➢ Procedure for Implementing work plan and timetable | | | |
| ➢ Handling of non-English speaking clients | | | |
| Comments/Rationale For Points: | | | **TOTAL** _____ |
| | | | |
| **3. Collection Notice** | **(10 pts)** | | |
| ➢ Customer service methodology of contacts and notices---handling customer's questions/problems. Example: Letters, phone transcripts, etc | | | |
| ➢ Adequacy and sophistication of telephone resources: | | | |
| Comments/Rationale For Points: | | | **TOTAL** _____ |
| | | | |
| **4. Management Reports** | **(25)** | | |
| ➢ Reports provided to the County | | | |
| ➢ Flexibility in meeting the County's reporting needs | | | |
| ➢ Responses to Auditor inquiries and confirmation requests | | | |
| Comments/Rationale For Points: | | | **TOTAL** _____ |
| | | | |
| **5. Computer Network** | **(15 pts)** | | |
| ➢ Adequacy and sophistication of Data Processing Resources | | | |
| ➢ Data Transfer procedures | | | |
| ➢ On-line inquiry capabilities | | | |
| ➢ Proposed methodology for data transfer to and from the County data base | | | |
| Comments/Rationale For Points: | | | **TOTAL** _____ |
| | | **Total Score** | |

Project Name:_____

Department: _____

Firm/Participant:_____

Evaluator: _____ Date: _____

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

March 6, 2015

**RE: ADDENDUM NO.1**

**FOR RFP No: 2015-041-03-11-MEG HIDALGO COUNTY –"Collection of Delinquent Court Fees and Fines"**

Dear Vendors:

Attached you will find **ADDENDUM NO. 1,** in connection with **HIDALGO COUNTY** Request for Proposals for the **"COLLECTION OF DELINQUENT COURT FEES AND FINES".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your firm to submit a complete packet. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

**ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1** by signing and returning this notice to by no later than April 1, 2015 at 9:30 a.m. via e-mail to elena.gomez@co.hidalgo.tx.us or via fax to (956)292-7612.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **HIDALGO COUNTY- "COLLECTION OF DELINQUENT COURT FEES AND FINES".**

Thank you for your prompt attention to this matter.

_____ **BY:** _____

Mr. Valde Guerra, ADDENDUM NO 1
Executive Officer for Purchasing Dept. ACKNOWLEDEMENT OF RECEIPT

_____
Print Firm's Name

VG/meg
Enclosures

# ADDENDUM NO. 1

**HIDALGO COUNTY**
**"COLLECTION OF DELINQUENT COURT FEES AND FINES"**
RFP NO. 2015-041-03-11-MEG

**PLEASE NOTE THE FOLLOWING CHANGES:**

1. **Hidalgo County will be extending its response time to all questions and clarifications submitted by vendors from Friday March 06, 2015 to Tuesday March 24, 2015 by 5:00 P.M.**

2. **Hidalgo County will be extending RFP Acceptance DATE from Wednesday, March 11, 2015 to Wednesday, April 01, 2015 by 9:30 AM**

3. **REPLACE Legal Notice and EXHIBIT "A" with attached & REVISED documents and highlighted in yellow, please see attached**

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, April 1, 2015 for RFB NO.: 2015-041-03-11-MEG "**Hidalgo County "COLLECTION OF DELINQUENT COURT FEES AND FINES"**

_____ _____
Print VENDOR's Name Date

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.**

**AI -48818** **Closed Session** **25. C.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

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

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Maricela Deleon v. Hidalgo County

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/10/2015 09:12 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Monica Badillo | | Started On: 03/09/2015 04:20 PM |
| Final Approval Date: 03/13/2015 | | |

**AI -48812** **Closed Session** **25. D.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Roy Quintanilha, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Wayne Faires

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/09/2015 03:11 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Aida Alvarez | | Started On: 03/09/2015 02:33 PM |
| Final Approval Date: 03/13/2015 | | |

**AI -48882** **Closed Session** **25. E.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Roy Quintanilha, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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## Information

**CAPTION**

Claim of Anabel Martinez

**BACKGROUND**

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## Fiscal Impact

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/12/2015 10:41 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Aida Alvarez | | Started On: 03/12/2015 10:17 AM |
| Final Approval Date: 03/13/2015 | | |

**AI -48819** **Open Session** **26. C.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

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

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Maricela Deleon v. Hidalgo County

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/10/2015 09:12 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Monica Badillo | | Started On: 03/09/2015 04:21 PM |
| Final Approval Date: 03/13/2015 | | |

**AI -48813** **Open Session** **26. D.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Roy Quintanilha, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Wayne Faires

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/09/2015 03:11 PM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Aida Alvarez | | Started On: 03/09/2015 02:35 PM |
| Final Approval Date: 03/13/2015 | | |

**AI -48883** **Open Session** **26. E.**

**CC - REGULAR**

**Meeting Date:** 03/17/2015

**Submitted For:** Roy Quintanilha, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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## Information

**CAPTION**

Claim of Anabel Martinez

**BACKGROUND**

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## Fiscal Impact

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 03/12/2015 10:41 AM |
| Purchasing Department | Monica Badillo | 03/13/2015 05:28 PM |
| Form Started By: Aida Alvarez | | Started On: 03/12/2015 10:19 AM |
| Final Approval Date: 03/13/2015 | | |